



## LODI CITY COUNCIL

Carnegie Forum  
305 West Pine Street, Lodi

## AGENDA – REGULAR MEETING

Date: August 15, 2012

Time: 7:00 p.m.

For information regarding this Agenda please contact:

**Randi Johl, City Clerk**  
**Telephone: (209) 333-6702**

**6:55 p.m. Invocation/Call to Civic Responsibility.** Invocations/Calls may be offered by any of the various religious and non-religious organizations within and around the City of Lodi. These are voluntary offerings of private citizens, to and for the benefit of the Council. The views or beliefs expressed by the Speaker have not been previously reviewed or approved by the Council, and the Council does not endorse the beliefs or views of any speaker.

***NOTE:** All staff reports or other written documentation relating to each item of business referred to on the agenda are on file in the Office of the City Clerk, located at 221 W. Pine Street, Lodi, and are available for public inspection. If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof. To make a request for disability-related modification or accommodation contact the City Clerk's Office as soon as possible and at least 24 hours prior to the meeting date.*

**C-1 Call to Order / Roll Call – N/A**

**C-2 Announcement of Closed Session – N/A**

**C-3 Adjourn to Closed Session – N/A**

**NOTE: THE FOLLOWING ITEMS WILL COMMENCE NO SOONER THAN 7:00 P.M.**

**C-4 Return to Open Session / Disclosure of Action – N/A**

**A. Call to Order / Roll Call**

**B. Presentations**

B-1 Presentation of Firefighter of the Year 2011 Plaque to Fire Captain Chris Allen (FD)

**C. Consent Calendar (Reading; Comments by the Public; Council Action)**

C-1 Receive Register of Claims in the Amount of \$3,253,714.74 (FIN)

C-2 Approve Minutes (CLK)

a) July 31 and August 7, 2012 (Shirtsleeve Sessions)

b) August 1, 2012 (Regular Meeting)

C-3 Accept the Quarterly Investment Report as Required by Government Code Section 53646 and the City of Lodi Investment Policy (CM)

C-4 Accept Quarterly Report of Purchases Between \$10,000 and \$20,000 (CM)

C-5 Approve Plans and Specifications and Authorize Advertisement for Bids for Ham Lane and Harney Lane Traffic Signal and Lighting Project (PW)

C-6 Approve Plans and Specifications and Authorize Advertisement for Bids for the Lodi Transit Station and Parking Structure Security and Safety System Project (PW)

Res. C-7 Adopt Resolution Approving the Purchase of a Padmount Transformer from Howard Industries, of Laurel, Mississippi (\$22,762.19) (EUD)

Res. C-8 Adopt Resolution Authorizing the City Manager to Execute Annual Purchase Order with D. C. Frost Associates, Inc., of Walnut Creek, for Materials and Services Needed to Maintain Ultra Violet Disinfection System at White Slough Water Pollution Control Facility (\$261,540.90) (PW)

- Res. C-9 Adopt Resolution Authorizing the City Manager to Execute Contracts and Contract Extensions for Surface Water Treatment and Well Facilities Chemical Supply with Sierra Chemical Company, of Sparks, Nevada (\$78,844), and Univar USA, Inc., of Kent, Washington (\$66,000) (PW)
- Res. C-10 Adopt Resolution Authorizing the City Manager to Execute Contract for 2012 Church Street Mistletoe Trimming and Tree Removal with Berndt Tree Service, of Lodi (\$42,500) (PW)
- Res. C-11 Adopt Resolution Authorizing the City Manager to Execute Professional Services Agreement with WMB Architects, of Stockton, for Design Services for Public Safety Building First Floor Renovation Project (\$60,820) (PW)
- Res. C-12 Adopt Resolution Authorizing the City Manager to Execute Contract for City Hall Parking Lot Reconstruction Project with A. M. Stephens Construction Company, Inc., of Lodi (\$238,877.65), and Appropriating Funds (\$100,000) (PW)
- Res. C-13 Adopt Resolution Authorizing the City Manager to Execute Contract and Contract Extensions for Procurement of Biosolids Dewatering Polymer at White Slough Water Pollution Control Facility with SNF/Polydyne, Inc., of Riceboro, Georgia (\$58,121) (PW)
- Res. C-14 Adopt Resolution Authorizing the City Manager to Execute Contract for Well 6R Granular Activated Carbon Treatment System with Vinciguerra Construction, of Jackson (\$596,810) (PW)
- Res. C-15 Adopt Resolution Authorizing the City Manager to Execute Professional Services Agreement for Fixed Network Radio Backhaul Design Studies with RuggedCom, of Concord, Ontario (\$38,300), and Appropriating Funds (\$80,000) (PW)
- Res. C-16 Adopt Resolution Authorizing the City Manager to Execute a Professional Services Agreement for the Purchase and Installation of a New Voicemail System with AdvanTel Networks, of Sacramento (\$46,767), and Appropriating Funds (\$36,450) (CM)
- Res. C-17 Adopt Resolution Approving Human Resources Manager and Designees Authorization to Access Summary Criminal History Information for Employment Purposes at the State and Federal Level (CM)
- C-18 Notice of Cost to Grant Two Years Additional Service Credit Under Government Code Section 20903 (CM)
- Res. C-19 Adopt Resolution Approving Police Department Budget Adjustment (\$192,122) for Fiscal Year 2012/13 (PD)
- Res. C-20 Adopt Resolution Revising and Establishing Fees for Police, Fire, and Parks, Recreation, and Cultural Services Departments (PRCS)
- C-21 Accept the Notice of Draft Amendments to Conflict of Interest Code for the 2012 Calendar Year Per Government Code Section 87306.5 (CA)
- Res. C-22 Adopt Resolution Pledging Continued Adherence to the Brown Act Despite the State's Decision to Suspend its Requirements for Fiscal Reasons (CLK)
- C-23 Set Public Hearing for September 19, 2012, to Consider and Approve the Recommendation of the Planning Commission to Rezone Property Located at 515 South Lower Sacramento Road from R-1, C-S, and R-C-P to Planned Development (PD)-35 (CD)
- C-24 Set Public Hearing for September 19, 2012, to Consider and Approve the 2011/12 Community Development Block Grant (CDBG) Consolidated Annual Performance and Evaluation Report and an Amendment of the 2012/13 Action Plan to Accommodate the Reallocation of Unused CDBG Funds (CD)



**D. Comments by the Public on Non-Agenda Items**

THE TIME ALLOWED PER NON-AGENDA ITEM FOR COMMENTS MADE BY THE PUBLIC IS LIMITED TO FIVE MINUTES.

The City Council cannot deliberate or take any action on a non-agenda item unless there is factual evidence presented to the City Council indicating that the subject brought up by the public does fall into one of the exceptions under Government Code Section 54954.2 in that (a) there is an emergency situation, or (b) the need to take action on the item arose subsequent to the agenda's being posted.

Unless the City Council is presented with this factual evidence, the City Council will refer the matter for review and placement on a future City Council agenda.

**E. Comments by the City Council Members on Non-Agenda Items**

**F. Comments by the City Manager on Non-Agenda Items**

**G. Public Hearings**

G-1 Public Hearing to Consider the Following Actions: (PW)

Res. a) Adopt Resolution Certifying the Negative Declaration as Adequate Environmental Documentation for the Master Plans for the Water, Wastewater, Storm Drainage, and Bicycle; and

Res. b) Adopt Resolution Approving Master Plans for Water, Wastewater, Storm Drainage, and Bicycle; Approving Impact Mitigation Fee Program Report and Schedule of Fees; and Approving Impact Mitigation Fee Program Schedule of Reduced Fees

Ord. G-2 Public Hearing to Introduce Ordinances Regarding Termination of Southwest Gateway and  
Ord. Westside Project Development Agreements with Frontier Community Builders, Inc. (CM)  
(Introduce)

**H. Communications**

H-1 Post for One Vacancy on the Lodi Improvement Committee (CLK)

H-2 Monthly Protocol Account Report (CLK)

**I. Regular Calendar**

Res. I-1 Approve Downtown Lodi Business Partnership 2012 Annual Report, Adopt Resolution of Intention to Levy Annual Assessment, and Set Public Hearing for September 19, 2012, to Consider Proposed Assessment (CM)

**J. Ordinances – None**

**K. Adjournment**

Pursuant to Section 54954.2(a) of the Government Code of the State of California, this agenda was posted at least 72 hours in advance of the scheduled meeting at a public place freely accessible to the public 24 hours a day.

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Randi Johl  
City Clerk



## **CITY OF LODI COUNCIL COMMUNICATION**

**AGENDA TITLE:** Presentation of Firefighter of the Year 2011 Plaque to Fire Captain Chris Allen

**MEETING DATE:** August 15, 2012

**PREPARED BY:** Fire Chief

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**RECOMMENDED ACTION:** Presentation of Firefighter of the Year 2011 plaque to Fire Captain Chris Allen.

**BACKGROUND INFORMATION:** Chief Rooney will present the Firefighter of the Year 2011 plaque to Fire Captain Chris Allen.

**FISCAL IMPACT:** None

**FUNDING AVAILABLE:** None Required

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Larry Rooney  
Fire Chief

LR/lh

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**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager



## **CITY OF LODI COUNCIL COMMUNICATION**

**AGENDA TITLE:** Receive Register of Claims through July 26, 2012 in the Total Amount of \$3,253,714.74.

**MEETING DATE:** August 15, 2012

**PREPARED BY:** Financial Services Manager

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**RECOMMENDED ACTION:** Receive the attached Register of Claims for \$3,253,714.74.

**BACKGROUND INFORMATION:** Attached is the Register of Claims in the amount of \$3,253,714.74 through 7/26/12. Also attached is Payroll in the amount of \$2,398,334.96.

**FISCAL IMPACT:** Not applicable.

**FUNDING AVAILABLE:** As per attached report.

\_\_\_\_\_  
Ruby R. Paiste, Financial Services Manager

RRP/rp

Attachments

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**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager

Accounts Payable  
Council Report

Page - 1  
Date - 07/31/12  
Amount

| As of<br>Thursday | Fund  | Name                           | Amount       |
|-------------------|-------|--------------------------------|--------------|
| 07/26/12          | 00100 | General Fund                   | 422,470.76   |
|                   | 00160 | Electric Utility Fund          | 98,303.74    |
|                   | 00161 | Utility Outlay Reserve Fund    | 36,205.72    |
|                   | 00164 | Public Benefits Fund           | 4,284.50     |
|                   | 00170 | Waste Water Utility Fund       | 28,957.16    |
|                   | 00171 | Waste Wtr Util-Capital Outlay  | 3,360.84     |
|                   | 00180 | Water Utility Fund             | 20,892.25    |
|                   | 00181 | Water Utility-Capital Outlay   | 2,190,669.46 |
|                   | 00210 | Library Fund                   | 10,437.15    |
|                   | 00260 | Internal Service/Equip Maint   | 42,276.68    |
|                   | 00300 | General Liabilities            | 1,625.00     |
|                   | 00321 | Gas Tax-2105,2106,2107         | 20,734.08    |
|                   | 00325 | Measure K Funds                | 14,110.21    |
|                   | 00331 | Federal - Streets              | 46,848.54    |
|                   | 00340 | Comm Dev Special Rev Fund      | 2,993.75     |
|                   | 00347 | Parks, Rec & Cultural Services | 33,539.74    |
|                   | 00459 | H U D                          | 94.00        |
|                   | 00550 | SJC Facilities Fees-Future Dev | 294.10       |
|                   | 01212 | Parks & Rec Capital            | 8,985.75     |
|                   | 01250 | Dial-a-Ride/Transportation     | 161,359.38   |
|                   | 01251 | Transit Capital                | 57,657.56    |
|                   | 01252 | Transit-Prop. 1B               | 8,725.09     |
|                   | 01410 | Expendable Trust               | 38,847.28    |
| Sum               |       |                                | 3,253,672.74 |
|                   | 00184 | Water PCE-TCE-Settlements      | 42.00        |
| Sum               |       |                                | 42.00        |
| Total<br>Sum      |       |                                | 3,253,714.74 |

## Council Report for Payroll

Page - 1  
Date - 07/31/12

| Payroll           | Pay Per Date | Co    | Name                           | Gross Pay    |
|-------------------|--------------|-------|--------------------------------|--------------|
| Regular           | 06/24/12     | 00100 | General Fund                   | 693,719.77   |
|                   |              | 00160 | Electric Utility Fund          | 143,424.38   |
|                   |              | 00161 | Utility Outlay Reserve Fund    | 10,004.90    |
|                   |              | 00164 | Public Benefits Fund           | 3,405.40     |
|                   |              | 00170 | Waste Water Utility Fund       | 98,574.48    |
|                   |              | 00180 | Water Utility Fund             | 2,897.97     |
|                   |              | 00210 | Library Fund                   | 27,254.91    |
|                   |              | 00235 | LPD-Public Safety Prog AB 1913 | 184.64       |
|                   |              | 00260 | Internal Service/Equip Maint   | 17,251.74    |
|                   |              | 00321 | Gas Tax-2105,2106,2107         | 29,052.27    |
|                   |              | 00340 | Comm Dev Special Rev Fund      | 19,532.48    |
|                   |              | 00345 | Community Center               | 303.61       |
|                   |              | 00346 | Recreation Fund                | 238.00       |
|                   |              | 00347 | Parks, Rec & Cultural Services | 126,988.82   |
|                   |              | 01250 | Dial-a-Ride/Transportation     | 6,794.97     |
| Pay Period Total: |              |       |                                |              |
| Sum               |              |       |                                | 1,179,628.34 |
|                   | 07/22/12     | 00100 | General Fund                   | 693,248.11   |
|                   |              | 00160 | Electric Utility Fund          | 126,810.59   |
|                   |              | 00161 | Utility Outlay Reserve Fund    | 9,952.83     |
|                   |              | 00164 | Public Benefits Fund           | 3,405.40     |
|                   |              | 00170 | Waste Water Utility Fund       | 97,580.28    |
|                   |              | 00180 | Water Utility Fund             | 3,396.17     |
|                   |              | 00210 | Library Fund                   | 27,976.41    |
|                   |              | 00235 | LPD-Public Safety Prog AB 1913 | 830.88       |
|                   |              | 00260 | Internal Service/Equip Maint   | 16,874.81    |
|                   |              | 00321 | Gas Tax-2105,2106,2107         | 29,165.19    |
|                   |              | 00340 | Comm Dev Special Rev Fund      | 19,977.23    |
|                   |              | 00345 | Community Center               | 96.27        |
|                   |              | 00346 | Recreation Fund                | 306.00       |
|                   |              | 00347 | Parks, Rec & Cultural Services | 112,652.33   |
|                   |              | 01250 | Dial-a-Ride/Transportation     | 6,794.97     |
| Pay Period Total: |              |       |                                |              |
| Sum               |              |       |                                | 1,149,067.47 |
| Retiree           | 08/31/12     | 00100 | General Fund                   | 69,639.15    |
| Pay Period Total: |              |       |                                |              |
| Sum               |              |       |                                | 69,639.15    |



## **CITY OF LODI COUNCIL COMMUNICATION**

**AGENDA TITLE:** Approve Minutes  
a) July 31, 2012 (Shirtsleeve Session)  
b) August 1, 2012 (Regular Meeting)  
c) August 7, 2012 (Shirtsleeve Session)

**MEETING DATE:** August 15, 2012

**PREPARED BY:** City Clerk

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**RECOMMENDED ACTION:** Approve the following minutes as prepared:

- a) July 31, 2012 (Shirtsleeve Session)
- b) August 1, 2012 (Regular Meeting)
- c) August 7, 2012 (Shirtsleeve Session)

**BACKGROUND INFORMATION:** Attached are copies of the subject minutes marked Exhibit A through C, respectively.

**FISCAL IMPACT:** None.

**FUNDING AVAILABLE:** None required.

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Randi Johl  
City Clerk

Attachments

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**APPROVED:** \_\_\_\_\_

Konradt Bartlam, City Manager

**LODI CITY COUNCIL  
SHIRTSLEEVE SESSION  
CARNEGIE FORUM, 305 WEST PINE STREET  
TUESDAY, JULY 31, 2012**

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, July 31, 2012, commencing at 7:00 a.m.

Present: Council Member Hansen, Council Member Katzakian, Mayor Pro Tempore Nakanishi, and Mayor Mounce

Absent: Council Member Johnson

Also Present: City Manager Bartlam, City Attorney Schwabauer, and City Clerk Johl

B. Topic(s)

B-1 Americans with Disabilities Act Review of Facilities (PW)

City Manager Bartlam provided a brief introduction into the subject matter of the Americans with Disabilities Act (ADA) review of City facilities.

Deputy Public Works Director Charlie Swimley provided a PowerPoint presentation regarding ADA review of City facilities. Specific topics of discussion included the history of ADA, ADA as it relates to the City of Lodi, the transition plan, ADA projects and their status, past, present and future ADA efforts, funding, ramps, facilities, transit, parks, Lodi Lake, Grape Bowl, and next steps.

In response to Mayor Mounce, Mr. Swimley stated ADA requirements are revised regularly by the federal government with the last update occurring in 2010. Mr. Swimley confirmed that new improvements can become outdated quickly due to regular updates by the federal government.

In response to Council Member Hansen, Mr. Swimley stated \$8.4 million has been spent on ADA related projects for parks, sidewalks/ramps, and facilities.

In response to Council Member Hansen, Mr. Swimley stated some state funds are available for ADA transit related projects but he is not aware of any other monetary assistance from the state for ADA projects.

In response to Council Member Hansen, City Attorney Schwabauer stated state law can be more stringent than federal law and it is possible to be compliant with the federal ADA law and be out of compliance with state law.

In response to Council Member Hansen, Mr. Bartlam confirmed that many municipalities utilize a high amount of Community Development Block Grant (CDBG) funds to address disability and accessibility improvements.

In response to Mayor Mounce, Mr. Bartlam stated the CDBG target area is generally east of Hutchins Street and accessibility projects to the west of Hutchins Street can only be completed with CDBG funding if certain requirements are met such as the project is a neighborhood serving facility.

In response to Council Member Hansen, Mr. Swimley and Mr. Bartlam stated the blue dots on the ramp map are out of compliance with federal law, are located near Tokay High School and Mills

Avenue, and the main problem is the slope percentage.

In response to Council Member Hansen, Mr. Swimley stated new ramps cost approximately \$15,000 each if the drain inlet needs to be relocated and \$8,000 each if it does not.

In response to Myrna Wetzel, Mr. Swimley and Mr. Bartlam explained how the lowest point of the slope and width must be located within the center of a ramp and drainage needs.

In response to Mayor Pro Tempore Nakanishi, Mr. Bartlam and Mr. Swimley confirmed that it will take millions of dollars to become fully compliant with the ADA, the Transition Plan and ongoing ADA improvements are a defense to a lawsuit, and a majority of the annual CDBG funds continue to be spent on ADA projects.

In response to Council Member Hansen, Public Works Director Wally Sandelin stated the chirping sounds for light crossings are an ADA accommodation, they can be funded with TDA monies, and the cost is a few thousand dollars per intersection.

In response to Council Member Katzakian, Mr. Bartlam stated the CDBG funding, which is a set allocation based on a percentage, decreased by 7% last year and he expects that trend to continue into the next few years.

In response to Mayor Pro Tempore Nakanishi, Mr. Bartlam stated almost all of the block grant funds go to some sort of accessibility issue in conjunction with the 60-40 split in favor of the City.

In response to Myrna Wetzel, Mr. Bartlam stated HOME funds are used for the senior affordable housing project and the next phase of the application process is scheduled for action at the August 1, 2012, City Council meeting.

C. Comments by Public on Non-Agenda Items

None.

D. Adjournment

No action was taken by the City Council. The meeting was adjourned at 7:55 a.m.

ATTEST:

Randi Johl  
City Clerk



**LODI CITY COUNCIL  
REGULAR CITY COUNCIL MEETING  
CARNEGIE FORUM, 305 WEST PINE STREET  
WEDNESDAY, AUGUST 1, 2012**

C-1 Call to Order / Roll Call

The City Council Closed Session meeting of August 1, 2012, was called to order by Mayor Mounce at 6:40 p.m.

Present: Council Member Hansen, Council Member Johnson, Council Member Katzakian, Mayor Pro Tempore Nakanishi, and Mayor Mounce

Absent: None

Also Present: City Manager Bartlam, City Attorney Schwabauer, and City Clerk Johl

C-2 Announcement of Closed Session

- a) Prospective Acquisition of Real Property Located at 16 and 40 South Cherokee Lane, Lodi, California (APN #043-230-13 and #043-230-12, Respectively); the Negotiating Parties are City of Lodi and Geweke Land Development and Marketing, L.P.; Government Code §54956.8

C-3 Adjourn to Closed Session

At 6:40 p.m., Mayor Mounce adjourned the meeting to a Closed Session to discuss the above matter. The Closed Session adjourned at 6:55 p.m.

C-4 Return to Open Session / Disclosure of Action

At 7:00 p.m., Mayor Mounce reconvened the City Council meeting, and City Attorney Schwabauer disclosed the following action.

Item C-2 (a) was discussion and negotiating direction only with no reportable action.

A. Call to Order / Roll Call

The Regular City Council meeting of August 1, 2012, was called to order by Mayor Mounce at 7:00 p.m.

Present: Council Member Hansen, Council Member Johnson, Council Member Katzakian, Mayor Pro Tempore Nakanishi, and Mayor Mounce

Absent: None

Also Present: City Manager Bartlam, City Attorney Schwabauer, and City Clerk Johl

B. Presentations

B-1 National Night Out Proclamation (PD)

Mayor Mounce presented a proclamation to Police Chief Mark Helms proclaiming Tuesday, August 7, 2012, as "National Night Out" in the City of Lodi.

C. Consent Calendar (Reading; Comments by the Public; Council Action)

Council Member Katzakian made a motion, second by Council Member Johnson, to approve the

following items hereinafter set forth, **except those otherwise noted**, in accordance with the report and recommendation of the City Manager.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hansen, Council Member Johnson, Council Member Katzakian, Mayor Pro Tempore Nakanishi, and Mayor Mounce

Noes: None

Absent: None

C-1 Receive Register of Claims in the Amount of \$19,648,786.57 (FIN)

Claims were approved in the amount of \$19,648,786.57.

C-2 Approve Minutes (CLK)

The minutes of June 12, 2012 (Shirtsleeve Session), June 19, 2012 (Special Shirtsleeve Session), June 20, 2012 (Regular Meeting), June 26, 2012 (Shirtsleeve Session), July 3, 2012 (Shirtsleeve Session), July 4, 2012 (Regular Meeting), July 10, 2012 (Shirtsleeve Session), July 10, 2012 (Special Meeting), July 17, 2012 (Shirtsleeve Session), July 17, 2012 (Special Meeting), July 18, 2012 (Regular Meeting), and July 24, 2012 (Shirtsleeve Session) were approved as written.

C-3 Approve Plans and Specifications and Authorize Advertisement for Bids for Phase 3 Grape Bowl Improvement Project (PW)

Council Member Johnson pulled this item to report that Jack Fiori stated that the final installment of the \$150,000 anonymous donation for the Grape Bowl had been received.

Council Member Johnson made a motion, second by Council Member Hansen, to approve the plans and specifications and authorize advertisement for bids for Phase 3 Grape Bowl Improvement Project.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hansen, Council Member Johnson, Council Member Katzakian, Mayor Pro Tempore Nakanishi, and Mayor Mounce

Noes: None

Absent: None

C-4 Adopt Resolution Authorizing the City Manager to Execute Contract for Security Services at Hutchins Street Square Community Center with Lyons Security Service, Inc., of Orange (\$40,000) (PRCS)

This item was pulled for further discussion by Mayor Mounce.

In response to Mayor Mounce, Interim Parks, Recreation, and Cultural Services Director Jeff Hood stated the proposed contract for security services, unlike the previous contract, was competitively bid and the current service provider was not the low bidder.

Mayor Mounce made a motion, second by Council Member Johnson, to adopt Resolution No. 2012-122 authorizing the City Manager to execute contract for security services at Hutchins Street Square Community Center with Lyons Security Service, Inc., of Orange, in the amount of \$40,000.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hansen, Council Member Johnson, Council Member Katzakian, Mayor Pro Tempore Nakanishi, and Mayor Mounce

Noes: None

Absent: None

- C-5 Adopt Resolution Authorizing the City Manager to Execute Agreements with San Joaquin County for Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1 (PW)

Adopted Resolution No. 2012-114 authorizing the City Manager to execute agreements with San Joaquin County for Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1.

- C-6 Adopt Resolution Authorizing the City Manager to Execute Task Order No. 33 with West Yost Associates for Fiscal Year 2012/13 to Provide Regulatory Assistance and Prepare Various Studies Required by the City's Wastewater Discharge Permit (\$199,900) (PW)

Adopted Resolution No. 2012-115 authorizing the City Manager to execute Task Order No. 33 with West Yost Associates for fiscal year 2012/13 to provide regulatory assistance and prepare various studies required by the City's wastewater discharge permit in the amount of \$199,900.

- C-7 Adopt Resolution Authorizing the City Manager to Execute Task Order No. 24 with Treadwell & Rollo, of Oakland (\$37,780), and Professional Services Agreement with EcoGreen Hydro Solutions, of Sunnyvale (\$45,340), for Citywide Groundwater Modeling and Analysis and Appropriating Funds (\$100,000) (PW)

Adopted Resolution No. 2012-116 authorizing the City Manager to execute Task Order No. 24 with Treadwell & Rollo, of Oakland, in the amount of \$37,780, and Professional Services Agreement with EcoGreen Hydro Solutions, of Sunnyvale, in the amount of \$45,340, for Citywide groundwater modeling and analysis and appropriating funds in the amount of \$100,000.

- C-8 Adopt Resolution Authorizing the City Manager to Execute Amendment No. 1 to Task Order No. 4 of Master Professional Services Agreement (\$163,712) for RMC Water and Environment, of Walnut Creek, for Water Meter Program Phase 2 Construction Administration and Appropriating Funds (\$164,000) (PW)

Adopted Resolution No. 2012-117 authorizing the City Manager to execute Amendment No. 1 to Task Order No. 4 of Master Professional Services Agreement in the amount of \$163,712 for RMC Water and Environment, of Walnut Creek, for Water Meter Program Phase 2 Construction Administration and appropriating funds in the amount of \$164,000.

- C-9 Adopt Resolution Authorizing the City Manager to Execute Change Order with West Coast Arborists, Inc., of Anaheim, for Tree Survey Services (\$7,000) and Appropriating Funds (\$7,000) (PW)

Adopted Resolution No. 2012-118 authorizing the City Manager to execute change order with West Coast Arborists, Inc., of Anaheim, for tree survey services in the amount of \$7,000 and appropriating funds in the amount of \$7,000.

- C-10 Adopt Resolution Approving the Amended and Restated Northern California Power Agency Market Purchase Program Agreement and Authorizing Execution by the City

Manager (EUD)

This item was pulled for further discussion by Mayor Pro Tempore Nakanishi.

In response to Mayor Pro Tempore Nakanishi, Electric Utility Director Elizabeth Kirkley stated it is advantageous to make purchases through the Market Purchase Agreement, as the City has done since 2007, because the City is able to secure better rates than it would be able to do by purchasing directly.

Mayor Pro Tempore Nakanishi requested rating information for the other participants of the Northern California Power Agency (NCPA).

In response to Mayor Mounce, Ms. Kirkley stated the general operating reserve (GOR) amount for each NCPA participant varies and is based on the largest three months of purchases. Mayor Mounce requested information regarding the GOR amounts of other NCPA participating members.

Mayor Pro Tempore Nakanishi made a motion, second by Mayor Mounce, to adopt Resolution No. 2012-123 approving the Amended and Restated Northern California Power Agency Market Purchase Program Agreement and authorizing execution by the City Manager.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hansen, Council Member Johnson, Council Member Katzakian, Mayor Pro Tempore Nakanishi, and Mayor Mounce

Noes: None

Absent: None

C-11 Adopt Resolution Establishing Guidelines for a First-Time Home Buyer Program and Authorizing an Application to the State Department of Housing and Community Development for \$500,000 of HOME Funding (CD)

Adopted Resolution No. 2012-119 establishing guidelines for a First-Time Home Buyer Program and authorizing an application to the State Department of Housing and Community Development for \$500,000 of HOME funding.

C-12 Adopt Resolution Authorizing the City Manager to Submit an Application with Eden Housing Inc. to the State of California Department of Housing and Community Development for HOME Investment Partnerships Program Funding; and if Selected, the Execution of a Standard Agreement, any Amendments Thereto, and any Related Documents Necessary to Participate in the HOME Investment Partnerships Program (CD)

Adopted Resolution No. 2012-120 authorizing the City Manager to submit an application with Eden Housing Inc. to the State of California Department of Housing and Community Development for HOME Investment Partnerships Program funding; and if selected, the execution of a Standard Agreement, any amendments thereto, and any related documents necessary to participate in the HOME Investment Partnerships Program.

C-13 Adopt Resolution Approving the Side Letter Amending the 2012/13 Memorandum of Understanding Between the City of Lodi and the Maintenance and Operators Bargaining Unit (CM)

Adopted Resolution No. 2012-121 approving the Side Letter amending the 2012/13 Memorandum of Understanding between the City of Lodi and the Maintenance and Operators

bargaining unit.

C-14 Adopt Resolution Approving Art Advisory Board Recommendation for Bicycle Rack Placement and Appropriate Art in Public Places Funds (\$11,550) (PRCS)

Council Member Johnson pulled this item to suggest that in the future transit funds be considered for bicycle-related projects.

Council Member Johnson made a motion, second by Council Member Katzakian, to adopt Resolution No. 2012-124 approving Art Advisory Board recommendation for bicycle rack placement and appropriate Art in Public Places funds in the amount of \$11,550.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hansen, Council Member Johnson, Council Member Katzakian, Mayor Pro Tempore Nakanishi, and Mayor Mounce

Noes: None

Absent: None

C-15 Approve Arts Grants for Fiscal Year 2012/13 (\$34,000) (PRCS)

Approved Arts Grants for fiscal year 2012/13 in the amount of \$34,000.

D. Comments by the Public on Non-Agenda Items

THE TIME ALLOWED PER NON-AGENDA ITEM FOR COMMENTS MADE BY THE PUBLIC IS LIMITED TO FIVE MINUTES. The City Council cannot deliberate or take any action on a non-agenda item unless there is factual evidence presented to the City Council indicating that the subject brought up by the public does fall into one of the exceptions under Government Code Section 54954.2 in that (a) there is an emergency situation, or (b) the need to take action on the item arose subsequent to the agenda's being posted. Unless the City Council is presented with this factual evidence, the City Council will refer the matter for review and placement on a future City Council agenda.

Paul Bonell, the new CEO of the Lodi Boys and Girls Club, briefly introduced himself and provided a status report regarding the recent happenings at the Boys and Girls Club.

E. Comments by the City Council Members on Non-Agenda Items

Mayor Pro Tempore Nakanishi commended the staff and employees on a balanced budget and successful close of labor negotiations.

Council Member Hansen reported on his attendance at the meetings of the Northern California Power Agency (NCPA) and San Joaquin Council of Governments and specifically discussed the NCPA portfolio review, various construction projects, and the Flag City energy project.

Council Member Johnson stated he received inquiries regarding the financial status of the City and would like to reassure the community that the City of Lodi is fiscally sound and will not be filing for bankruptcy.

Mayor Mounce reported on her attendance at the League of California Cities Board meeting, stating that the League Board unanimously adopted a resolution commending local government on their continued efforts to comply with the Brown Act despite the State suspension of the mandate. She asked that the City adopt a similar resolution.

F. Comments by the City Manager on Non-Agenda Items

None.

G. Public Hearings

- G-1 Continue Public Hearing to August 15, 2012, to Consider the Following Actions: a) Adopt Resolution Certifying the Negative Declaration as Adequate Environmental Documentation for the Master Plans for the Water, Wastewater, Storm Drainage, and Bicycle; and b) Adopt Resolution Approving Master Plans for Water, Wastewater, Storm Drainage, and Bicycle; Approving Impact Mitigation Fee Program Report and Schedule of Fees; and Approving Impact Mitigation Fee Program Schedule of Reduced Fees (PW)

Council Member Hansen made a motion, second by Council Member Katzakian, to continue the public hearing to August 15, 2012, to consider the following actions: a) Adopt resolution certifying the Negative Declaration as adequate environmental documentation for the Master Plans for the Water, Wastewater, Storm Drainage, and Bicycle; and b) Adopt resolution approving Master Plans for Water, Wastewater, Storm Drainage, and Bicycle; approving Impact Mitigation Fee Program Report and schedule of fees; and approving Impact Mitigation Fee Program schedule of reduced fees.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hansen, Council Member Johnson, Council Member Katzakian, Mayor Pro Tempore Nakanishi, and Mayor Mounce

Noes: None

Absent: None

- G-2 Continue Public Hearing to August 15, 2012, Regarding Termination of Southwest Gateway and Westside Project Development Agreements with Frontier Community Builders, Inc. (CM)

Council Member Hansen made a motion, second by Council Member Johnson, to continue public hearing to August 15, 2012, regarding termination of Southwest Gateway and Westside Project Development Agreements with Frontier Community Builders, Inc.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hansen, Council Member Johnson, Council Member Katzakian, Mayor Pro Tempore Nakanishi, and Mayor Mounce

Noes: None

Absent: None

H. Communications

- H-1 Appointments to the Greater Lodi Area Youth Commission, Library Board of Trustees, Lodi Animal Advisory Commission, Lodi Arts Commission, Planning Commission, and the San Joaquin County Commission on Aging and Re-Post for the Remaining Vacancies on the Lodi Arts Commission (CLK)

Council Member Hansen made a motion, second by Council Member Katzakian, to make the following appointments and direct the City Clerk to re-post for the remaining vacancies on the Lodi Arts Commission:

Appointments:

Greater Lodi Area Youth Commission

Adult Advisors:

John Chapman, Term to expire May 31, 2015

Elizabeth Mazzeo, Term to expire May 31, 2015

Cynthia Rodriguez, Term to expire May 31, 2015

Student Appointees:

Emma Brink, Term to expire May 31, 2013

Michael Kinane, Term to expire May 31, 2013

Jessinia Ahrens, Term to expire May 31, 2014

Madison Litton, Term to expire May 31, 2014

Manjot Sidhu, Term to expire May 31, 2014

Anthony Sorbera, Term to expire May 31, 2014

Emily Yamane, Term to expire May 31, 2014

Library Board of Trustees

Caitlin Casey, Term to expire June 30, 2015

Frankie Paul Kooger, Term to expire June 30, 2015

Lodi Animal Advisory Commission

Linda Castelanelli, Term to expire December 31, 2013

Lodi Arts Commission

Ben Burgess, Term to expire July 1, 2015

Nancy Carey, Term to expire July 1, 2015

Sandi Walker-Tansley Term to expire July 1, 2015

Planning Commission

Wendel Kiser, Term to expire June 30, 2016

Randall Heinitz, Term to expire June 30, 2016

San Joaquin County Commission on Aging

Terri Whitmire, Term to expire June 30, 2015

Posting:

Lodi Arts Commission

One Vacancy (Turrentine), Term to expire July 1, 2013

One Vacancy (Flores-Alcaraz), Term to expire July 1, 2015

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hansen, Council Member Johnson, Council Member Katzakian, Mayor Pro Tempore Nakanishi, and Mayor Mounce

Noes: None

Absent: None

I. Regular Calendar

- I-1 Designate the Overhead Grade Separation and Embankment Design as the Exclusive Alternative for the Harney Lane Grade Separation Project (PW)

Public Works Director Wally Sandelin briefly introduced the subject matter of the Harney Lane/Union Pacific Railroad (UPRR) grade separation project.

Rob Himes of the Mark Thomas Company provided a PowerPoint presentation regarding the Harney Lane/UPRR grade separation project. Specific topics of discussion included the project development process, existing conditions, proposed project, project constraints, grade separations generally, overhead and underpass alternatives, expert opinion, noise impacts, visual impacts, project costs for each alternative, and the remaining project schedule.

In response to Mayor Mounce, Mr. Himes stated an additional sound wall costs approximately \$180 to \$200 per foot for a total estimated cost of \$200,000 to \$250,000.

Council Member Hansen, Mayor Pro Tempore Nakanishi, and Mayor Mounce expressed their desire to have aesthetically-pleasing, maintenance-friendly, and vermin-free landscaping. Mayor Mounce also expressed her preference for a sound wall on the south side to be built now in lieu of with future development.

In response to Council Member Johnson, Mr. Himes stated sound wall concerns are mitigated in this situation because there is no oppressed section with noise bouncing back and forth.

In response to Council Member Hansen, Mr. Himes stated the embankment currently ends next to a fence and adjacent to City-owned property. Council Member Hansen suggested fencing off an area for pedestrian traffic due to train interaction concerns.

In response to Council Member Katzakian, Mr. Himes stated the railroad does not favor four-lane roads over crossings and the Harney Lane project is ranked number 10 out of the State by the railroad for grade separation needs.

Greg Costa spoke in favor of the proposed recommendation and suggested staff also consider rodent-free landscaping and ways to prevent unauthorized entry and congregation under and near the pass.

Council Member Hansen made a motion, second by Mayor Mounce, to designate the overhead grade separation and embankment design as the exclusive alternative for the Harney Lane Grade Separation Project and further approving the inclusion of a second sound wall if it can be constructed within the current project budget.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hansen, Council Member Johnson, Council Member Katzakian, Mayor Pro Tempore Nakanishi, and Mayor Mounce

Noes: None

Absent: None

- I-2 Adopt Resolutions and Approve Documents and Actions Regarding Refinancing 2002 Certificates of Participation (COPS) and 2004 COPS: a) Adopt Resolution of the City Council Approving Documents and Actions Related to the Refinancing of 2002 COPS and the City's Related General Fund Lease Obligation; b) Adopt Resolution of the Lodi Public Financing Authority Authorizing the Issuance and Sale of 2012 Refunding Lease Revenue Bonds to Refinance Outstanding 2002 COPS and the City's Related General Fund Lease Obligation and Approving Related Documents and Official Actions; c) Adopt Resolution of the City Council Approving Documents and Actions Related to the Refinancing of 2004 Wastewater COPS and the City's Related Wastewater Revenue Installment Payment Obligation; and d) Adopt Resolution of the Lodi Public Financing Authority Authorizing the



Issuance and Sale of 2012 Refunding Wastewater Revenue Bonds to Refinance the 2004 Wastewater COPS and the City's Related Wastewater Revenue Installment Payment Obligation and Approving Related Documents and Official Actions (CM)

NOTE: Joint action of the Lodi City Council and Lodi Public Financing Authority

Deputy City Manager Jordan Ayers provided a brief PowerPoint presentation regarding the refinancing opportunities. Specific topics of discussion included the previous Shirtsleeve Session presentation, existing Certificates of Participation (COPS) for the General Fund and Wastewater Fund, estimated refinance savings, and recommended action.

In response to Council Member Hansen, Mr. Ayers confirmed that the approximate \$2 million remaining in the Wastewater Fund that is not refunded will continue to earn a healthy market rate interest.

In response to Mayor Pro Tempore Nakanishi, Mr. Ayers stated the refinance is being done now versus a year ago at an approximate rate of 1% to 5% because the options have been thoroughly reviewed and the bonds can be refinanced at one time.

In response to Council Member Katzakian, Mr. Bartlam stated the COP for Wastewater is related to the permit-related improvements at the White Slough Water Pollution Control Facility.

Mayor Mounce requested detailed information regarding the total debt of the City including outstanding bonds.

In response to Council Member Katzakian, Mr. Bartlam stated the recommendation is to take cash out of the General Fund debt refinancing for acceleration of the needed Fire Station No. 2 capital project.

In response to Council Member Hansen, Mr. Bartlam stated if the City does not obtain the funds for Fire Station No. 2 through the proposed refinancing it would need to obtain a small loan in the private market at higher interest rates for a 20 to 30 year repayment term.

In response to Mayor Pro Tempore Nakanishi, Mr. Bartlam and Mr. Ayers confirmed that the smallest bond issues in the private market would run in the \$3 million to \$5 million range.

In response to Mayor Mounce, Mr. Ayers stated the funding for Fire Station No. 2 would be placed in a restricted interest bearing account to be used for said purpose only.

In response to Mayor Mounce, Mr. Ayers and Mr. Bartlam confirmed that the City will be receiving rating information next week, be in the bond market in two weeks with a closing in September, with the hope that the entire refinancing is complete within a month.

In response to Mayor Pro Tempore Nakanishi, Alex Pop-Lazic stated cities that have the ability to refinance based on their financial status and debt portfolio are doing so.

In response to Council Member Johnson, Mr. Pop-Lazic stated the City has a good chance of getting traction on the market with the proposed bond refinancing as it is a perfect opportunity for two- to four-year bond callings.

Roy Bitz spoke in support of the proposed refinancing and suggested that the City take the opportunity to audit the overall Fire function to assess its needs.

Council Member Hansen made a motion, second by Council Member Katzakian, to adopt the following resolutions and approving documents and actions regarding refinancing 2002

Certificates of Participation (COPS) and 2004 COPS: a) Resolution No. 2012-125 approving documents and actions related to the refinancing of 2002 COPS and the City's related General Fund lease obligation; b) Resolution No. LPFA2012-01 authorizing the issuance and sale of 2012 Refunding Lease Revenue Bonds to refinance outstanding 2002 COPS and the City's related General Fund lease obligation and approving related documents and official actions; c) Resolution No. 2012-126 approving documents and actions related to the refinancing of 2004 Wastewater COPS and the City's related wastewater revenue installment payment obligation; and d) Resolution No. LPFA2012-02 authorizing the issuance and sale of 2012 Refunding Wastewater Revenue Bonds to refinance the 2004 Wastewater COPS and the City's related wastewater revenue installment payment obligation and approving related documents and official actions.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hansen, Council Member Johnson, Council Member Katzakian, Mayor Pro Tempore Nakanishi, and Mayor Mounce

Noes: None

Absent: None

J. Ordinances

J-1 Adopt Ordinance No. 1860 Entitled, "An Ordinance of the City Council of the City of Lodi Amending Lodi Municipal Code Chapter 12.12 - Parks - by Repealing and Reenacting Article V, 'Skate Parks,' in Its Entirety" (CLK)

Council Member Hansen made a motion, second by Council Member Johnson, (following reading of the title) to waive reading of the ordinance in full and adopt and order to print Ordinance No. 1860 entitled, "An Ordinance of the City Council of the City of Lodi Amending Lodi Municipal Code Chapter 12.12 - Parks - by Repealing and Reenacting Article V, 'Skate Parks,' in Its Entirety," which was introduced at a regular meeting of the Lodi City Council held June 20, 2012.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hansen, Council Member Johnson, Council Member Katzakian, Mayor Pro Tempore Nakanishi, and Mayor Mounce

Noes: None

Absent: None

K. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 8:40 p.m., in memory of Jonathan Alan Nakanishi, son of Mayor Pro Tempore Nakanishi, who passed away on June 21, 2012.

ATTEST:

Randi Johl  
City Clerk

**LODI CITY COUNCIL  
SHIRTSLEEVE SESSION  
CARNEGIE FORUM, 305 WEST PINE STREET  
TUESDAY, AUGUST 7, 2012**

A. Roll call by City Clerk

A Special Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held at the Lodi Animal Shelter, 1345 West Kettleman Lane, Lodi, on Tuesday, August 7, 2012, commencing at 7:00 a.m.

Present: Council Member Hansen, Council Member Johnson, Council Member Katzakian, Mayor Pro Tempore Nakanishi, and Mayor Mounce

Absent: None

Also Present: City Manager Bartlam, City Attorney Schwabauer, and City Clerk Johl

B. Topic(s)

B-1 Lodi Animal Shelter Facility Tour (PD)

The City Council received a walking tour of the Animal Shelter Facility located at 1345 Kettleman Lane. The tour was led by Animal Services Supervisor Jennifer Bender. Also present were Police Chief Mark Helms, Lieutenant Steve Carillo, and People Assisting Lodi Shelter representative Nancy Allumbaugh. General topics of discussion included the pet intake and adoption process, facility improvements, and the overall needs of the shelter.

C. Comments by public on non-agenda items

None.

D. Adjournment

No action was taken by the City Council. The meeting was adjourned at 7:45 a.m.

ATTEST:

Randi Johl  
City Clerk



## **CITY OF LODI COUNCIL COMMUNICATION**

**AGENDA TITLE:** Accept the Quarterly Investment Report as Required by Government Code Section 53646 and the City of Lodi Investment Policy

**MEETING DATE:** August 15, 2012

**PREPARED BY:** Deputy City Manager

---

**RECOMMENDED ACTION:** Accept the quarterly investment report as required by Government Code Section 53646 and the City of Lodi Investment Policy.

**BACKGROUND INFORMATION:** Government Code Section 53646 and the City of Lodi Investment Policy require that local agency treasurers submit a quarterly report on investments to the legislative body of the local agency.

The total of all invested funds as of the quarter ending June 30, 2012 is \$77,914,799.54.

The average annualized return on all invested funds over the quarter has been 0.471 percent.

**FISCAL IMPACT:** Not applicable.

**FUNDING AVAILABLE:** As per attached report.

---

Jordan Ayers  
Treasurer

Attachment

---

**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager



**CITY OF LODI  
INTERNAL SERVICES DEPARTMENT  
BUDGET DIVISION**

---

**June 30, 2012 INVESTMENT STATEMENT**

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**Local Agency Investment Funds \***

Avg. interest earnings as of 06-30-12  
LODI  
LPIC

**60.1% of Portfolio**

0.36%

Local Agency Inv Fund (LODI) 46,820,825.93  
Local Agency Inv Fund (LPIC) 18,699.85

**Subtotal LAIF 46,839,525.78**

**CalTRUST**

Avg. interest earnings as of 06-30-12  
CalTRUST Short-Term Account  
Avg. interest earnings as of 06-30-12  
CalTRUST Medium-Term Account

**30.8% of Portfolio**

0.44%

Investment Trust of California 8,001,056.15

1.01%

Investment Trust of California 16,020,565.36

**Subtotal CalTRUST 24,021,621.51**

**Certificates of Deposit**

matures 03/08/2013  
matures 06/18/2013

**.06% of Portfolio**

Bank of Ag. & Comm. (cost) 0.50% int. 250,000.00

Central Valley Comm. Bank (cost) 250,000.00

0.40% int.

**Subtotal CD 500,000.00**

**Passbook/Checking Accounts**

Farmers & Merchants  
Farmers & Merchants - Money Mkt.  
Farmers & Merchants - Payroll  
Farmers & Merchants - Central Plume  
Farmers & Merchants - CP Money Mkt.

**8.4% of Portfolio**

demand account - no interest earnings 1,673,910.52\*\*

0.45% interest earnings 858,079.43

demand account - no interest earnings 74,807.42

demand account - no interest earnings 11,294.76

0.45% interest earnings 3,935,560.12

**Subtotal P/C Accts 6,553,652.25**

**TOTAL \$77,914,799.54**

Based on the approved budget and to the extent the budget is adhered to, liquidity is available, and the City will be able to meet its expenditure requirements for the next six months. This portfolio is in compliance with the City of Lodi Investment Policy.

---

Kirk J. Evans  
Management Analyst

---

7/31/2012  
Date

\* In accordance with the terms of the Local Agency Investment Fund, invested funds may be utilized on the same day if transaction is initiated before 10:00 a.m.

\*\* This amount is a compensating balance required to obtain an earnings credit rate.



# CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Accept Quarterly Report of Purchases between \$10,000 and \$20,000

**MEETING DATE:** August 15, 2012

**PREPARED BY:** Deputy City Manager

---

**RECOMMENDED ACTION:** Accept quarterly report of purchases between \$10,000 and \$20,000.

**BACKGROUND INFORMATION:** During the second calendar quarter of 2012, the following purchases were awarded. Background information for each purchase is attached as Exhibits A through H.

| Exh. | Date    | Contractor                    | Project                                       | Award Amt.  |
|------|---------|-------------------------------|---|-------------|
| A    | 4/3/12  | ERMCO                         | Transformers                                  | \$18,764.66 |
| B    | 4/3/12  | ERMCO                         | Transformers                                  | \$16,311.20 |
| C    | 4/10/12 | Golden State Flow Measurement | 8" F2 Compact Fireline Meter TRPL10CF         | \$14,470.83 |
| D    | 4/11/12 | Foster Flow Control           | Secondary Effluent Bypass 24" Butterfly Valve | \$13,475.63 |
| E    | 5/13/12 | McFarland Cascade             | 35' & 45' Wood Poles                          | \$13,064.69 |
| F    | 5/11/12 | Duncan Press                  | EUD Annual External Publications              | \$14,412.62 |
| G    | 6/5/12  | Howard Industries             | Transformers                                  | \$12,606.75 |
| H    | 6/5/12  | Howard Industries             | Transformers                                  | \$12,995.73 |

**FISCAL IMPACT:** Varies by project. All purchases were budgeted in the 2011-2012 Financial Plan.

**FUNDING AVAILABLE:** Funding as indicated on Exhibits.

\_\_\_\_\_  
Jordan Ayers, Deputy City Manager

Prepared by Sherry Moroz, Purchasing Technician  
JA/sm  
Attachment

---

**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager

**EXHIBIT A**

**RECOMMENDATION FOR CONTRACT AWARD**

---

**PROJECT NAME:** Electric Inventory/Transformer Purchase 1000kva 208/120v  
**DEPARTMENT:** Electric Utility  
**CONTRACTOR** ERMCO C/O Hees Enterprises  
**AWARD AMOUNT:** \$18,764.66  
**DATE OF RECOMMENDATION:** 04/03/2012

---

**BIDS OR PROPOSALS RECEIVED:**

|                            |             |
|----------------------------|-------------|
| Ermco C/O Hees Enterprises | \$18,764.66 |
| Howard Industries          | \$22,573.63 |
| ABB C/O Pacific Utilities  | \$18,920.90 |
| HD Supply Utility          | \$20,450.95 |

**"NO BID" or NO RESPONSE RECEIVED:**

CG Power Systems

**BACKGROUND INFORMATION & BASIS FOR AWARD:**

This transformer will be used as a replacement if the transformer in the field fails. There is only one of these transformers in the electric system with this particular secondary voltage. If this transformer fails it will take out part of the downtown. The lead time on this transformer is 10 weeks. Transformers must have the exact secondary voltage to keep the businesses power on. This transformer's secondary voltage is 208/120. Ermco C/O Hees Enterprises is the low responsible bidder and was awarded the Purchase Order.

**FUNDING: 160.1496**

Prepared by: Randy Lipelt

Title: Buyer

Reviewed by: 

Purchase Order No.: 21129

**RECOMMENDATION FOR CONTRACT AWARD**

---

**PROJECT NAME:** Electric Inventory/Polemount Transformer Purchase  
**DEPARTMENT:** Electric Utility  
**CONTRACTOR** ERMCO C/O Hees Enterprises  
**AWARD AMOUNT:** 16,311.20  
**DATE OF RECOMMENDATION:** 04/03/2012

---

**BIDS OR PROPOSALS RECEIVED:**

|                           |             |
|---------------------------|-------------|
| ERMCO C/O Hees            | \$16,311.20 |
| Howard Industries         | \$18,420.94 |
| ABB C/O Pacific Utilities | \$19,082.53 |
| HD Supply Utility         | \$18,369.23 |

**"NO BID" or NO RESPONSE RECEIVED:**

CG Power Systems

**BACKGROUND INFORMATION & BASIS FOR AWARD:**

These transformers will be used in new construction and for replacement of failed transformers in the field. The lead time for these transformers is 10 weeks. The electric utility must maintain a minimum quantity of each size and voltage for replacement of failed transformers. Ermco C/O is the low responsible bidder and was awarded the Purchase Order.

**FUNDING: 160.1496**

Prepared by: Randy Lipelt

Title: Buyer

Reviewed by: 

Purchase Order No.: 21130



## RECOMMENDATION FOR CONTRACT AWARD

---

PROJECT NAME: 8" F2 Compact Fireline Meter TRPL 100 CF  
DEPARTMENT: Public Works  
CONTRACTOR Golden State Flow Measurement Inc  
AWARD AMOUNT: \$14,470.83  
DATE OF RECOMMENDATION: 4/10/12

---

BIDS OR PROPOSALS RECEIVED:  
Golden State Flow Measurement Inc \$14,470.83

"NO BID" or NO RESPONSE RECEIVED:

### BACKGROUND INFORMATION & BASIS FOR AWARD:

The Water/Wastewater Division needs to purchase an eight inch F2 Compact Fireline Meter for the Casa De Lodi meter installation project. The property owner will be paying the City of Lodi for the cost of the meter.

FUNDING: 181402.1831.2100

Prepared by: Richard Lenfestey

Title: Water/Wastewater Supervisor

Reviewed by: 

## RECOMMENDATION FOR CONTRACT AWARD

---

**PROJECT NAME:** Secondary Effluent Bypass 24" Pratt/Milliken Butterfly Valve  
**DEPARTMENT:** Public Works  
**CONTRACTOR** Foster Flow Control  
**AWARD AMOUNT:** \$13,475.63  
**DATE OF RECOMMENDATION:** 4/11/12

---

**BIDS OR PROPOSALS RECEIVED:**

|  |             |
|--|-------------|
| Foster Flow Control                              | \$13,475.63 |
| Allied Packing                                   | \$13,676.25 |
| Frank Olsen (vendor did not spec like equipment) | \$11,373.42 |

**"NO BID" or NO RESPONSE RECEIVED:**

**BACKGROUND INFORMATION & BASIS FOR AWARD:**

The valve will enable the secondary effluent to bypass the filters and UV system into the ponds, saving wear and tear on equipment and a savings in electrical usage.

**FUNDING:** 170403.7331

Prepared by: Kelly Powers

Title: Water/Wastewater Supervisor

Reviewed by: 

Purchase Order No.

**EXHIBIT E**

**RECOMMENDATION FOR CONTRACT AWARD**

---

**PROJECT NAME:** 35' & 45' Wood Poles  
**DEPARTMENT:** Electric Utility  
**CONTRACTOR** McFarland Cascade  
**AWARD AMOUNT:** \$13,064.69  
**DATE OF RECOMMENDATION:** 05/13/12

---

**BIDS OR PROPOSALS RECEIVED:**

|                            |             |
|----------------------------|-------------|
| McFarland Cascade          | \$13,064.69 |
| The Oeser Company          | \$15,004.19 |
| Bell Lumber & Pole Company | \$16,410.33 |
| Nevada Wood Preserving     | \$13,118.56 |
| Stella-Jones               | \$13,129.34 |
| Bridgewell Resources       | \$13,802.78 |

**"NO BID" or NO RESPONSE RECEIVED:**


**BACKGROUND INFORMATION & BASIS FOR AWARD:**

These poles are for the Electric Utility Inventory. They will be used in new construction and in replacement of failed wood poles in the Electric System. Mc Farland cascade is the low responsible bidder and was awarded the Purchase Order.

**FUNDING: 160.1496**

Prepared by: Randy Lipelt

Title: Buyer

Reviewed by: 

Purchase Order No.: 21186

## RECOMMENDATION FOR CONTRACT AWARD

---

**PROJECT NAME:** EUD Annual External Publications Project  
**DEPARTMENT:** Electric Utility  
**CONTRACTOR** Duncan Press  
**AWARD AMOUNT:** \$14,412.62  
**DATE OF RECOMMENDATION:** May 11, 2012

---

**BIDS OR PROPOSALS RECEIVED:**  
Duncan Press \$14,412.62

**"NO BID" or NO RESPONSE RECEIVED:**  
On-Line Printing and Graphics  
The Coloring Book  
Graphics West Printing

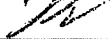
**BACKGROUND INFORMATION & BASIS FOR AWARD:**

*assorted* ~~sorted~~ Duncan Press has performed newsletter and utility bill insert preparation, as well as other documents, for the past ten years. They are extremely familiar with the projects provided to them by Lodi Electric Utility and have proven time and again to produce high-quality external publications (newsletters, bill inserts, envelopes, rebate applications, etc.) In addition, of the four firms contacted for a quote, Duncan Press was the only firm to respond.

**FUNDING:** 160601

Prepared by: Rob Lechner

Title: Customer Service & Programs Mgr.

Reviewed by: 

Purchase Order No.

**EXHIBIT G**

**RECOMMENDATION FOR CONTRACT AWARD**

---

**PROJECT NAME:** 500KVA 480/277v Three Phase Transformer  
**DEPARTMENT:** Electric Utility  
**CONTRACTOR** Howard Industries  
**AWARD AMOUNT:** \$12,606.75  
**DATE OF RECOMMENDATION:** 06/05/12

---

| <b>BIDS OR PROPOSALS RECEIVED:</b> | <b>Actual Cost</b> | <b>Lifecycle Cost</b> |
|------------------------------------|--------------------|-----------------------|
| Howard Industries Amorphous Core   | \$12,606.75        | \$18,171.75           |
| HD Supply Portland                 | \$13,716.58        | \$21,285.33           |
| CG Power Systems                   | \$11,239.40        | \$19,320.65           |
| Howard Industries Silicon Core     | \$11,165.06        | \$19,340.06           |

**"NO BID" or NO RESPONSE RECEIVED:**

**BACKGROUND INFORMATION & BASIS FOR AWARD:**

This transformer is for the Electric Utility Inventory. It can be used in new construction or in replacement of a failed transformer in the Electric System. Howard Industries (Amorphous Core) has the lowest lifecycle cost. Howard Industries is the low responsible bidder and was awarded the Purchase Order.

**FUNDING: 160.1496**

Prepared by: Randy Lipelt

Title: Buyer

Reviewed by: 

Purchase Order No.: 21194

**RECOMMENDATION FOR CONTRACT AWARD**

---

**PROJECT NAME:** 240/120 Single Phase Transformers  
**DEPARTMENT:** Electric Utility  
**CONTRACTOR** Howard Industries  
**AWARD AMOUNT:** \$12,995.73  
**DATE OF RECOMMENDATION:** June 5, 2012

---

| <b>BIDS OR PROPOSALS RECEIVED:</b>    | <b>Actual Cost</b> | <b>Lifecycle Cost</b> |
|---------------------------------------|--------------------|-----------------------|
| 100KVA Howard Industries Silicon Core | \$8,889.38         | \$14,079.38           |
| HD Supply Portland                    | \$9,891.45         | \$15,190.20           |
| Howard Industries Amorphous Core      | \$10,279.35        | \$14,205.60           |
| 167KVA Howard Industries Silicon Core | \$4,106.35         | \$6,907.60            |
| HD Supply Portland                    | \$4,216.26         | \$7,078.76            |

**"NO BID" or NO RESPONSE RECEIVED:**

100KVA CG Power Systems  
167KVA CG Power Systems  
Howard Industries Amorphous Core

**BACKGROUND INFORMATION & BASIS FOR AWARD:**

These transformers are for the Electric Utility Inventory. They can be used in new construction or in replacement of a failed transformers in the Electric System. Howard Industries is the low responsible bidder and was awarded the Purchase Order

**FUNDING:** 160.1496

Prepared by: Randy Lipelt

Title: Buyer

Reviewed by: 



## CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Approve Plans and Specifications and Authorize Advertisement for Bids for Ham Lane and Harney Lane Traffic Signal and Lighting Project

**MEETING DATE:** August 15, 2012

**PREPARED BY:** Public Works Director

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**RECOMMENDED ACTION:** Approve plans and specifications and authorize advertisement for bids for Ham Lane and Harney Lane traffic signal and lighting project.

**BACKGROUND INFORMATION:** On June 20, 2012, Council authorized the City Manager to execute a contract with Y&C Transportation Consultants, Inc., for design of the Ham Lane and Harney Lane traffic signal and lighting project. This intersection ranked first on the City's current Signal Priority List.

The Ham Lane and Harney Lane traffic signal and lighting project includes the construction of interim traffic signal and lighting improvements at the Ham Lane and Harney Lane intersection. Ultimate signal improvements will be constructed as development occurs to the south of Harney Lane. The proposed interim signal improvements will provide a level of service (LOS) of no less than LOS D through 2023. The City's minimum LOS criteria is LOS E.

Plans and specifications are on file in the Public Works Department. Staff anticipates Council to award the construction contract in October and begin construction in November of this year.

**FISCAL IMPACT:** Construction of the project will slightly increase traffic signal maintenance costs but will reduce the City's liability exposure by improving traffic safety.

**FUNDING AVAILABLE:** Funding will be identified at project award.

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F. Wally Sandelin  
Public Works Director

Prepared by Charles E. Swimley, Jr., City Engineer/Deputy Public Works Director  
FWS/CES/pmf

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**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager



# CITY OF LODI

## COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Approve Plans and Specifications and Authorize Advertisement for Bids for the Lodi Transit Station and Parking Structure Security and Safety System Project

**MEETING DATE:** August 15, 2012

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Approve plans and specifications and authorize advertisement for bids for the Lodi Transit Station and parking structure security and safety system project.

**BACKGROUND INFORMATION:** At the February 1, 2012 meeting, Council authorized the City Manager to execute a professional service agreement with Jacobs Engineering Group, Inc., of Sacramento, for design of the security and safety system for the Lodi Transit Station and parking structure.

Since then, the designers have met with the security guards, police officers, transit operation staff and various City staff members to determine the most appropriate safety and security system. The project includes a sophisticated electronic protective security system for the Lodi Transit Station and parking structure. At the Lodi Transit Station, the proposed equipment will provide cameras to monitor the fare collection activity and the buses parked overnight in a non-secured area. Past incidents have primarily involved vandalism (graffiti) of the parked buses. At the parking structure, the proposed equipment will provide cameras to monitor each floor, all access points and elevator activities. The majority of the incidents at the parking structure involved vandalism of the elevator and structure walls and vehicle break-ins.

The plans and specifications are on file in the Public Works Department. The planned bid opening date is September 5, 2012. The approximate project completion date will be March 2013.

Staff is recommending that City Council approve the plans and specifications and authorize advertisement for bids for this project.

**FISCAL IMPACT:** There will be an increase in the long-term maintenance costs associated with the installation of the security and safety equipment that will be funded by Transit operations.

**FUNDING AVAILABLE:** Funding will be identified at project award.

\_\_\_\_\_  
F. Wally Sandelin  
Public Works Director

Prepared by Paula Fernandez, Transportation Manager/Senior Transportation Engineer  
FWS/PJF/pmf  
cc: Transportation Manager/Senior Transportation Engineer

**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager





## **CITY OF LODI COUNCIL COMMUNICATION**

TM

**AGENDA TITLE:** Adopt Resolution Approving the Purchase of a Padmount Transformer from Howard Industries Inc. of Laurel, Mississippi (\$22,762.19)

**MEETING DATE:** August 15, 2012

**PREPARED BY:** Electric Utility Director

---

**RECOMMENDED ACTION:** Adopt a resolution approving the purchase of a padmount transformer from Howard Industries Inc. of Laurel, Mississippi in the amount of \$22,762.19.

**BACKGROUND INFORMATION:** On July 10, 2012, the City Council approved a Reimbursement Agreement with Holz Rubber Company for a utility service and transformer upgrade project, including the purchase of a padmount transformer. The City Council also approved the specifications for the required transformer and authorized the Electric Utility Department (EUD) to advertise for bids.

On July 25, 2012, bids were opened with four suppliers submitting proposals. Rather than focusing solely on the lowest purchase price, the life-cycle costs (total purchase price plus cost of estimated power loss during the projected life of the transformer) of the proposed transformers were evaluated as shown on Exhibit A. Howard Industries Inc. of Laurel, Mississippi submitted a responsive bid with the lowest life cycle cost of \$39,588.44 for a 1500 kVA, 3-phase, 480/277 V transformer (\$22,762.19 cost of transformer, \$16,826.25 value of electrical losses).

It will take up to 16 weeks from order to delivery. In the meantime, EUD will take a transformer in inventory to install at Holz Rubber. This purchase will be used to replenish EUD inventory.

**FISCAL IMPACT:** None per Reimbursement Agreement with Holz Rubber.

**FUNDING:** Funding is available in FY2012/13 EUD Budget Account Number 160650.

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Jordan Ayers  
Deputy City Manager/Internal Services Director

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Elizabeth A. Kirkley, Electric Utility Director

**PREPARED BY:** Weldat Haile P.E., Senior Power Engineer  
EAK/WH/lst

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**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager

RESOLUTION NO. 2012-\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING  
THE PURCHASE OF A PADMOUNT TRANSFORMER FROM  
HOWARD INDUSTRIES INC., OF LAUREL, MISSISSIPPI

=====

WHEREAS, on July 10, 2012, the City Council approved a Reimbursement Agreement with Holz Rubber Company for a utility service and transformer upgrade project (Project), including the purchase of a padmount transformer; and

WHEREAS, the City Council also approved the specifications for the required transformer and authorized the Electric Utility Department (EUD) to advertise for bids; and

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on July 25, 2012, at 11:00 a.m. for the purchase of a padmount transformer for the Electric Utility Department, described in the specifications therefore approved by the City Council on July 10, 2012; and

WHEREAS, said bids have been compared as to life-cycle costs, checked, and tabulated and a report thereof filed with the City Manager as shown on Exhibit A attached; and

WHEREAS, Howard Industries Inc., of Laurel, Mississippi, submitted a responsive bid with the lowest life cycle cost of \$22,762.19 for a 1500 kVA, 3-phase, 480/277 V transformer; and

WHEREAS, there is a lead time of 14-16 weeks; therefore, to expedite the implementation of the electric service for the Project, EUD will install a transformer from its inventory and this transformer purchase will then be used to replenish EUD inventory.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the purchase of a padmount transformer, as shown above, in the amount of \$22,762.19.

Dated: August 15, 2012

=====

I hereby certify that Resolution No. 2012-\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 15, 2012, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL  
City Clerk

**EXHIBIT A - PAD MOUNTED TRANSFORMER BID EVALUATION**

[illegible]



## CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Adopt Resolution Authorizing City Manager to Execute Annual Purchase Order with D. C. Frost Associates, Inc., of Walnut Creek, for Materials and Services Needed to Maintain Ultra Violet Disinfection System at White Slough Water Pollution Control Facility (\$261,540.90)

**MEETING DATE:** August 15, 2012

**PREPARED BY:** Public Works Director

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**RECOMMENDED ACTION:** Adopt resolution authorizing City Manager to execute annual purchase order with D. C. Frost Associates, Inc., of Walnut Creek, for materials and services needed to maintain ultra violet disinfection system at White Slough Water Pollution Control Facility in the amount of \$261,540.90.

**BACKGROUND INFORMATION:** The Trojan UV System at White Slough Water Pollution Control Facility went online in January 2005. The UV system requires regular maintenance to keep it properly operating. D.C. Frost Associates is the local representative for Trojan Technologies, the sole source for the UV equipment.

The attached list of materials and services provided in Exhibit A presents an estimate of parts needed for annual maintenance. Also included in the list is the cost to provide quarterly service from a Trojan certified technician. The materials and services are essential to maintain optimal operation of the UV system, which helps prevent equipment malfunctions, reducing the risk of regulatory fines.

**FISCAL IMPACT:** This contract reduces the risk of failures to the UV system and the levy of regulatory fines by the State Water Resources Control Board.

**FUNDING AVAILABLE:** White Slough Operating fund (170403).

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Jordan Ayers  
Deputy City Manager/Internal Services Director

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F. Wally Sandelin  
Public Works Director

Prepared by Ken Capatanich, Chief Wastewater Plant Operator  
FWS/KC/pmf  
cc: Deputy Public Works Director - Utilities

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**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager

**Aftermarket Parts Price List**

Minimum Order \$50.00

**Trojan UV3Plus**

F.O.B. Factory, Prepay &amp; Add Freight

Tax is not included

**1) Lamps, Sleeves & Ballasts Prices marked with \* are in effect through December 31, 2012.**

| Part # | Description                   | Quantity | Unit Price | Extended Price |
|--------|-------------------------------|----------|------------|----------------|
| 302509 | Lamp GA64T6 Amalgam, C-Series | 1200     | 151.00*    | \$181,200.00   |
| 316136 | Sleeve, Quartz                | 716      | 60.25*     | \$43,139.00    |
| 915378 | Ballast                       | 16       | 391.85*    | \$6269.60      |

**2a) Module Parts**

| Part #     | Description                     | Quantity | Unit Price | Extended Price |
|------------|---------------------------------|----------|------------|----------------|
| 912356-001 | Board, MCB 220-277V             | 2        | 133.00     | \$266.00       |
| 912362     | IC Transceiver Chip RS485 75176 | 10       | 17.00      | \$170.00       |
| 328024-003 | Wire Harness, MOD SEC 60"       | 4        | 13.00      | \$52.00        |

**2b) Module Common Parts**

| Part #  | Description                 | Quantity | Unit Price | Extended Price |
|---------|-----------------------------|----------|------------|----------------|
| 316144P | O-Ring, Sleeve Seal 10-pack | 1200     | 0.24       | \$288.00       |

**3) UV Intensity Sensor Replacement Parts**

| Part # | Description                | Quantity | Unit Price | Extended Price |
|--------|----------------------------|----------|------------|----------------|
| 015239 | Sensor Sleeve, Quartz (6') | 5        | 108.00     | \$540.00       |

**4) Power Distribution Center**

| Part # | Description                      | Quantity | Unit Price | Extended Price |
|--------|----------------------------------|----------|------------|----------------|
| 915731 | Receptacle Kit (old #316074)     | 2        | 345.00     | \$690.00       |
| 912706 | Board, Relay 220-277V (OES 2382) | 10       | 263.00     | \$2630.00      |

**5) Hydraulic System Center**

| Part #     | Description                      | Quantity | Unit Price | Extended Price |
|------------|----------------------------------|----------|------------|----------------|
| 907384     | Hydraulic Filter Element         | 3        | 49.00      | \$147.00       |
| 931012-120 | Board, HCB 120V (OES 2401B)      | 1        | 3326.00    | \$3326.00      |
| 326085     | Water Glycol, Hydraulic (5 gal.) | 16       | 197.00     | \$3152.00      |
| 326411     | Hydraulic Cylinder               | 2        | 1306.00    | \$2612.00      |

**Aftermarket Parts Price List**

Minimum Order \$50.00

**Trojan UV3Plus**

F.O.B. Factory, Prepay &amp; Add Freight

Tax is not included

| <b>6) Level Sensor</b> |                                     |                 |                   |                       |
|------------------------|-------------------------------------|-----------------|-------------------|-----------------------|
| <b>Part #</b>          | <b>Description</b>                  | <b>Quantity</b> | <b>Unit Price</b> | <b>Extended Price</b> |
| 912179                 | Board, Low Level Relay 120VAC       | 1               | 375.00            | \$375.00              |
| 903381                 | Level Sensor Electrode (2' SS)      | 1               | 37.00             | \$37.00               |
| 903957-002             | Electrode, Level Sensor w/Sheath 2" | 1               | 65.00             | \$65.00               |
|                        |                                     |                 |                   |                       |

| <b>7) Wiper System</b> Prices marked with * are in effect through December 31, 2012. |                                      |                 |                   |                       |
|--|--------------------------------------|-----------------|-------------------|-----------------------|
| <b>Part #</b>  | <b>Description</b>                   | <b>Quantity</b> | <b>Unit Price</b> | <b>Extended Price</b> |
| 005066   | Grease, Food Grade                   | 6               | 18.00             | \$108.00              |
| 010301P  | Vent Screw 10-pack                   | 10              | 0.48              | \$4.80                |
| 327021   | Seal Kit                             | 50              | 13.25*            | \$662.50              |
| 327066P  | Fitting, Inter-Wiper 90° 10-pack     | 30              | 3.80              | \$114.00              |
| 327027P  | Fitting, Interwiper Straight 10-pack | 30              | 2.30              | \$69.00               |
| 331005   | Rust Inhibitor, Safeguard M-1        | 2               | 82.00             | \$164.00              |
| 901507   | Acti-Clean Gel, 4x1 gallon           | 4               | 145.00            | \$580.00              |

| <b>8) Preventive Maintenance</b> |                                       |                 |                   |                       |
|----------------------------------|---------------------------------------|-----------------|-------------------|-----------------------|
| <b>Part #</b>                    | <b>Description</b>                    | <b>Quantity</b> | <b>Unit Price</b> | <b>Extended Price</b> |
| Preventive Maint.                | Quarterly Service (1 day per quarter) | 1 yr            | \$14,880.00       | \$14,880.00           |

|                                       |  |  |  |                    |
|---------------------------------------|--|--|--|--------------------|
| <b>Total (without tax or freight)</b> |  |  |  | <b>\$261540.90</b> |
|---------------------------------------|--|--|--|--------------------|

\*Parts with pricing in effect through December 31, 2012 are subject to CPI adjustments per agreement.

RESOLUTION NO. 2012-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
AUTHORIZING THE CITY MANAGER TO EXECUTE  
ANNUAL PURCHASE ORDER FOR MATERIALS AND  
SERVICES NEEDED TO MAINTAIN ULTRA VIOLET  
DISINFECTION SYSTEM AT WHITE SLOUGH WATER  
POLLUTION CONTROL FACILITY

=====

WHEREAS, ultraviolet (UV) system at the White Slough Water Pollution Control Facility went online in January 2005 and requires regular maintenance to keep it operating properly; and

WHEREAS, D.C. Frost Associates, Inc. is the local representative for Trojan Technologies, the sole source for the UV equipment; and

WHEREAS, staff recommends approving a purchase order with D.C. Frost Associates, Inc., of Walnut Creek, California, for materials and services needed for annual maintenance, including quarterly service from a certified technician, to maintain optimal operation and to ensure against fines imposed by the State Water Resources Control Board for equipment malfunction; and

WHEREAS, the estimated cost of the purchase order, based on past usage, is \$261,540.90, including tax and freight.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a purchase order with D.C. Frost Associates, Inc., of Walnut Creek, California, in the estimated amount of \$261,540.90 for one year of materials and services needed to maintain the ultra violet disinfection system at the White Slough Water Pollution Control Facility.

Dated: August 15, 2012

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I hereby certify that Resolution No. 2012-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 15, 2012, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL  
City Clerk



# CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Adopt Resolution Authorizing City Manager to Execute Contracts and Contract Extensions for Surface Water Treatment and Well Facilities Chemical Supply with Sierra Chemical Company, of Sparks, Nevada (\$78,844) and Univar USA, Inc., of Kent, Washington (\$66,000)

**MEETING DATE:** August 15, 2012

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution authorizing City Manager to execute contracts and contract extensions for surface water treatment and well facilities chemical supply with Sierra Chemical Company, of Sparks, Nevada, in the amount of \$78,844, and Univar USA, Inc., of Kent, Washington, in the amount of \$66,000.

**BACKGROUND INFORMATION:** The City of Lodi owns and operates 28 wells located throughout the City. New chlorination storage and injection facilities have been installed at each well in conjunction with the Surface Water Treatment Facilities Project. Each well will store up to 400 gallons of sodium hypochlorite solution, and a chemical feed system will inject the solution into the water at the well discharge. Injection of sodium hypochlorite is a means of disinfection and is necessary to maintain public health and safety. A certified vendor will need to deliver the chemical to each individual well site on a regular schedule, as required by environmental protection regulations.

The Surface Water Treatment Facility is due to be completed in Fall 2012. The plant will utilize a number of chemicals in the treatment process that are widely used in treating municipal water supplies and will include, but may not be limited to, the following: soda ash for pH adjustment; salt pellets for on-site sodium hypochlorite generation; and citric acid, sodium bisulfite and sodium hydroxide for membrane filter cleaning.

Specifications for this purchase were approved on June 20, 2012. On July 12, 2012, the City received the following two bids. Sierra Chemical Company was the low bidder on all items except soda ash. Staff recommends awarding the contract for soda ash to Univar USA and all other chemical supplies to Sierra Chemical Company.

| <u>Bid Item</u>  | <u>Univar USA</u> | <u>Sierra Chemical</u> |
|------------------|-------------------|------------------------|
| Hypochlorite     | \$43,030.00       | \$39,520.00            |
| Salt             | \$6,115.20        | \$3,882.00             |
| Soda Ash         | \$66,000.00       | \$70,125.00            |
| Sodium Bisulfite | No Bid            | \$8,276.40             |
| Citric Acid      | No Bid            | \$21,780.00            |
| Sodium Hydroxide | \$15,048.00       | \$5,385.60             |

**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager



Adopt Resolution Authorizing City Manager to Execute Contracts and Contract Extensions for Surface Water Treatment and Well Facilities Chemical Supply with Sierra Chemical Company, of Sparks, Nevada (\$78,844) and Univar USA, Inc., of Kent, Washington (\$66,000)

August 15, 2012

Page 2

The contracts are for a term of two years and provide for two optional two-year extensions. Staff recommends that City Council authorize the City Manager to negotiate and execute the extensions, should that be in the best interest of the City.

**FISCAL IMPACT:** Expenditure for chemicals is included in the Water Operations budget.

**FUNDING AVAILABLE:** Water Operating Fund/Production (180453): \$ 39,520  
Water Operating Fund/SWTP (180461): \$ 105,324

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Jordan Ayers  
Deputy City Manager/Internal Services Director

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F. Wally Sandelin  
Public Works Director

Prepared by Andrew S. Richle, Chief Water Plant Operator

FWS/ASR/pmf

cc: Deputy Public Works Director – Utilities

CITY OF LODI, CALIFORNIA

THIS CONTRACT, made by and between the CITY OF LODI, State of California, herein referred to as "City" and SIERRA CHEMICAL COMPANY herein called "Contractor."

W I T N E S S E T H :

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete contract consists of the following documents, which are filed in the Public Works Department, which are incorporated herein by this reference, to-wit:

|                                    |                                     |
|------------------------------------|-------------------------------------|
| Notice Inviting Bids               | The July 1992 Edition Standard      |
| Information to Bidders             | Specifications, State of California |
| General Provisions                 | Business and Transportation         |
| Special Provisions                 | Agency, Department of               |
| Bid Proposal                       | Transportation                      |
| Contract                           |                                     |
| Exhibit A – Well Locations and     |                                     |
| Modification Drawings              |                                     |
| Exhibit B – SWTF Chemical Plan and |                                     |
| Chemical Storage Drawings          |                                     |

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I That for and in consideration of the payments and agreements hereinafter mentioned to be made and performed by the City and under the condition expressed in the bond bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to perform and complete in a good workmanlike and substantial manner and to the satisfaction of the City as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5-600, "Measurement, Acceptance and Payment," of the General Provisions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation,

travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the contractor.

**ARTICLE IV** And the Contractor agrees to receive and accept the following prices as full compensation for furnishing the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until it's acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work; and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Contract Documents, to-wit:

Perform the work necessary for the safe delivery of sodium hypochlorite 12.5% to all 24 required wells in order to maintain adequate operating levels; and the safe delivery of chemicals to the SWTF with a frequency based on usage.

### **SWTF/Well Chemical Supply Contract 2012-2014**

#### **WELL CHEMICAL SUPPLY**

Section 1 consists of the routine delivery of NSF certified sodium hypochlorite 12.5% solution to 24 well locations, including annual maintenance of chemical.

1. Estimated annual usage is 26,000 gallons which should include all delivery costs, applicable taxes and fees associated with scope of work.

**Note:** The frequency of deliveries shall be as required to maintain a continuous operation. The quantity and strength of solution is based on annual estimated usage and is subject to change based on the water production of each individual well.

| Item | Quantity | Item   | Unit   | Unit Cost | Total Item Cost |
|------|----------|--|--------|-----------|-----------------|
| 1    | 26,000   | Sodium Hypochlorite 12.5% Solution Including all delivery costs and fees | Gallon | \$1.52    | \$39,520.00     |

**The list of well locations is found in Section 6-01 under Description of Work.**

**Delivery must be made within 5 business days of order if different than regularly scheduled deliveries.**

#### **SWTF CHEMICAL SUPPLY**

Section 2 consists of the routine delivery of NSF certified chemicals to the surface water treatment facility located at 2001 West Turner Rd. These chemicals include, but may not be limited to: Sodium Bisulfite; Citric Acid and Sodium Hydroxide. Delivery and all applicable taxes and associated fees shall be included in per unit cost.

**Note:** The quantity and strength of solution is based on annual estimated usage and the frequency of delivery will change based on water production.

| Quantity     | Item   | Unit        | Unit Cost  | Total Item Cost    |
|--------------|--|-------------|------------|--------------------|
| 12           | Salt 50 lb/bag<br>Including all delivery costs and fees                | Pallet      | \$318.50   | \$3,882.00         |
| 12           | Sodium Bisulfite 38% Solution<br>Including all delivery costs and fees | 330 Gallons | \$689.70   | \$8,276.40         |
| 12           | Citric Acid 30% Solution<br>Including all delivery costs and fees      | 330 Gallons | \$1,815.00 | \$21,780.00        |
| 12           | Sodium Hydroxide 25% Solution<br>Including all delivery costs and fees | 330 Gallons | \$448.80   | \$5,385.60         |
| <b>Total</b> |  |             |            | <b>\$39,324.00</b> |

The City reserves the right to multiple awards based on the lowest responsive bid of each individual bit item within the summary.

**Delivery must be made within 5 business days of order.**

|   |                    |
|---|--------------------|
| <b>Total contract amount not to exceed:</b> | <b>\$78,844.00</b> |
|---|--------------------|

ARTICLE V By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the City Manager has executed the contract and to diligently prosecute to completion within the allotted number of working days:

ARTICLE VIII The term of this contract is for a two (2) year period. At its option, City may extend the terms of this Agreement for an additional two (2) two (2)-year extensions; provided, City gives Contractor no less than thirty (30) days written notice of its intent prior to expiration of the existing term. In the event City exercises any option under this paragraph, all other terms and conditions of this Agreement continue and remain in full force and effect. The total duration of this Agreement, including the exercise of any option under this paragraph, shall not exceed six (6) years.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6-04.03 OF THE

SPECIAL PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date first written below.

\_\_\_\_\_  
CONTRACTOR

Dated: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
TYPE OF ORGANIZATION  
Individual, Partnership or Corporation

(Affix corporate seal if Corporation)

\_\_\_\_\_  
Address

\_\_\_\_\_  
( )  
Telephone

CITY OF LODI  
a Municipal corporation

\_\_\_\_\_  
Konradt Bartlam  
City Manager

Attest:

\_\_\_\_\_  
Randi Johl, City Clerk

Approved as to Form:

\_\_\_\_\_  
D. Stephen Schwabauer  
City Attorney

CITY OF LODI, CALIFORNIA

THIS CONTRACT, made by and between the CITY OF LODI, State of California, herein referred to as "City" and UNIVAR USA, INC., herein called "Contractor."

W I T N E S S E T H :

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete contract consists of the following documents, which are filed in the Public Works Department, which are incorporated herein by this reference, to-wit:

|                                    |                                     |
|------------------------------------|-------------------------------------|
| Notice Inviting Bids               | The July 1992 Edition Standard      |
| Information to Bidders             | Specifications, State of California |
| General Provisions                 | Business and Transportation         |
| Special Provisions                 | Agency, Department of               |
| Bid Proposal                       | Transportation                      |
| Contract                           |                                     |
| Exhibit A - Well Locations and     |                                     |
| Modification Drawings              |                                     |
| Exhibit B - SWTF Chemical Plan and |                                     |
| Chemical Storage Drawings          |                                     |

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I That for and in consideration of the payments and agreements hereinafter mentioned to be made and performed by the City and under the condition expressed in the bond bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to perform and complete in a good workmanlike and substantial manner and to the satisfaction of the City as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5-600, "Measurement, Acceptance and Payment," of the General Provisions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation,

travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the contractor.

ARTICLE IV And the Contractor agrees to receive and accept the following prices as full compensation for furnishing the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work; and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Contract Documents, to-wit:

Perform the work necessary for the safe delivery of soda ash to the SWTF with a frequency based on usage.

**SWTF Chemical Supply Contract 2012-2014**

**SWTF CHEMICAL SUPPLY**

Section 2 of the bid proposal consists of the routine delivery of NSF certified chemicals to the surface water treatment facility located at 2001 West Turner Road.

**Note:** The quantity and strength of solution is based on annual estimated usage and the frequency of delivery will change based on water production.

| Quantity | Item  | Unit       | Unit Cost | Total Item Cost |
|----------|---|------------|-----------|-----------------|
| 165      | Soda Ash (Dry)<br>Including all delivery costs and fees | 2,000 lbs. | \$400.00  | \$66,000.00     |

**Delivery must be made within 5 business days of order.**

ARTICLE V By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the City Manager has executed the contract and to diligently prosecute to completion within the allotted number of working days:

ARTICLE VIII The term of this contract is for a two (2) year period. At its option, City may extend the terms of this Agreement for an additional two (2) two (2)-year extensions; provided, City gives Contractor no less than thirty (30) days written notice of its intent prior to expiration of the existing term. In the event City exercises any option under this paragraph, all other terms and conditions of this Agreement continue and remain in full force and effect. The total duration of this Agreement, including the exercise of any option under this paragraph, shall not exceed six (6) years.



WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6-04.03 OF THE SPECIAL PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date first written below.

\_\_\_\_\_  
CONTRACTOR

Dated: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
TYPE OF ORGANIZATION  
Individual, Partnership or Corporation

(Affix corporate seal if Corporation)

\_\_\_\_\_  
Address

( ) \_\_\_\_\_  
Telephone

CITY OF LODI  
a Municipal corporation

\_\_\_\_\_  
Konradt Bartlam  
City Manager  
Attest:

\_\_\_\_\_  
Randi Johl, City Clerk

Approved as to Form:

\_\_\_\_\_  
D. Stephen Schwabauer  
City Attorney

RESOLUTION NO. 2012-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING CONTRACTS  
AND AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACTS AND  
NEGOTIATE AND EXECUTE CONTRACT EXTENSIONS FOR SURFACE  
WATER TREATMENT AND WELL FACILITIES CHEMICAL SUPPLY

=====

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on July 12, 2012, at 11:00 a.m., for the Surface Water Treatment and Well Facilities Chemical Supply, described in the specifications therefore approved by the City Council on June 20, 2012; and

WHEREAS, said bids have been checked and tabulated and a report thereof filed with the City Manager as follows:

| <u>Bid Item</u>  | <u>Univar USA</u> | <u>Sierra Chemical</u> |
|------------------|-------------------|------------------------|
| Hypochlorite     | \$43,030.00       | \$39,520.00            |
| Salt             | \$6,115.20        | \$3,882.00             |
| Soda Ash         | \$66,000.00       | \$70,125.00            |
| Sodium Bisulfite | No Bid            | \$8,276.40             |
| Citric Acid      | No Bid            | \$21,780.00            |
| Sodium Hydroxide | \$15,048.00       | \$5,385.60             |

WHEREAS, staff recommends awarding the contract for soda ash to the low bidder for that bid item, Univar USA, Inc., of Kent, Washington, in the amount of \$66,000, and the contract for all other surface water treatment and well facilities chemicals to the low bidder on those bid items, Sierra Chemical Company, of Sparks, Nevada, in the amount of \$78,844; and

WHEREAS, the contracts contain provisions for two two-year extensions, and staff recommends the City Manager be authorized to negotiate and execute the extensions, should that be in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award a two-year contract for soda ash to the low bidder for that bid item, Univar USA, Inc., of Kent, Washington, in the amount of \$66,000 per year, and a two-year contract for all other surface water treatment and well facilities chemicals to the low bidder on those bid items, Sierra Chemical Company, of Sparks, Nevada, in the amount of \$78,844 per year; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the contracts and to negotiate and execute up to two two-year extensions.

Dated: August 15, 2012

=====

I hereby certify that Resolution No. 2012-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 15, 2012, by the following vote:

AYES: COUNCIL MEMBERS –  
NOES: COUNCIL MEMBERS –  
ABSENT: COUNCIL MEMBERS –  
ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL  
City Clerk

2012-\_\_\_\_\_



# CITY OF LODI

## COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Adopt Resolution Authorizing City Manager to Execute Contract for 2012 Church Street Mistletoe Trimming and Tree Removal with Berndt Tree Service, of Lodi (\$42,500)

**MEETING DATE:** August 15, 2012

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution authorizing City Manager to execute contract for 2012 Church Street mistletoe trimming and tree removal with Berndt Tree Service, of Lodi, in the amount of \$42,500.

**BACKGROUND INFORMATION:** This project, originally part of the Fiscal Year 2012/13 tree maintenance project, provides for the removal of mistletoe and structural pruning of up to 150 trees and the removal of 45 dead/dying trees on Church Street between Lodi Avenue and Kettleman Lane. An objective of this contract is to improve the health of our urban forest and reduce costs associated with this effort.

Mistletoe is a parasitic plant that grows in several different species of trees. The trees located on Church Street are heavily infested. While trees can tolerate mistletoe infestations, heavy mistletoe infestations can weaken and kill the host tree. The best time for mistletoe removal is when the trees have few leaves. Therefore, the bulk of this work will be scheduled in the fall. The tree removals will proceed as soon as the contract is executed. All trees removed will have new trees replanted in the same locations by City staff.

Specifications for the FY 2012/13 tree maintenance project were approved on April 18, 2012. As noted in the staff report for the award of that project on June 20, 2012, the mistletoe work was removed from the main contract and bid separately. The City received the following five bids for this project on July 25, 2012. The Engineer's estimate for the work was \$45,000.

| Bidder               | Location | Bid         |
|----------------------|----------|-------------|
| Berndt Tree Services | Lodi     | \$42,500.00 |
| West Coast Arborist  | Anaheim  | \$45,000.00 |
| A-Plus Tree Service  | Vallejo  | \$58,230.60 |
| Acampo Tree Service  | Acampo   | \$65,000.00 |
| Rumble Tree & Turf   | Modesto  | \$84,000.00 |

**FISCAL IMPACT:** Tree maintenance improves tree health, which will reduce the number of emergency calls and City liability for damage by falling trees.

**FUNDING AVAILABLE:** Streets and Drainage operating account (3215036): \$42,500

\_\_\_\_\_  
Jordan Ayers  
Deputy City Manager/Internal Services Director

\_\_\_\_\_  
F. Wally Sandelin  
Public Works Director

Prepared by Kathryn E. Garcia, Compliance Engineer  
cc: Deputy Public Works Director – Utilities

Compliance Engineer

**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager

THIS CONTRACT, made by and between the CITY OF LODI, State of California, herein referred to as "City" and **BERNDT TREE SERVICE** herein called "**Contractor**."

WITNESSETH:

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete contract consists of the following documents, which are filed in the Public Works Department, which are incorporated herein by this reference, to-wit:

Notice Inviting Bids  
Information to Bidders  
General Provisions  
Special Provisions  
Bid Proposal  
Contract  
Contract Bond

The July 1992 Edition Standard  
Specifications, State of California  
Business and Transportation Agency,  
Department of Transportation

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I That for and in consideration of the payments and agreements hereinafter mentioned to be made and performed by the City and under the condition expressed in the bond bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to perform and complete in a good workmanlike and substantial manner and to the satisfaction of the City as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5-100, of the General Stipulations, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

ARTICLE IV And the Contractor agrees to receive and accept the following prices as full compensation for furnishing the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work; and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Contract Documents and the requirements of the Engineer under them, to-wit:

Perform the work necessary for the removal of 45 trees, as marked in the field, and the eradication of mistletoe in up to 150 trees located on Church Street, between Lodi Avenue and Kettleman Lane. Mistletoe eradication includes the removal of the mistletoe haustoria and structural pruning of the tree according to the requirements of these specifications. All work shall be completed in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards.

Contractor shall remove 45 dead/dying trees, as marked in the field, due to mistletoe damage including tree stump, roots, and removal of all debris. Contractor will grind stumps to a minimum depth of 18 inches. All wood chips shall be removed from grind site and holes will be backfilled with clean top soil. All organic material shall be recycled and proof of recycling must be provided with invoice. Contractor shall perform full prune on all trees, as marked in the field, to ensure the eradication of mistletoe from all trees on Church Street, between Lodi Avenue and Kettleman Lane. The eradication of mistletoe includes removal of the imbedded roots (haustoria) and trimming as stated in these specifications. All trees, as marked in the field, not infested with mistletoe on Church Street, between Lodi Avenue and Kettleman Lane, shall be maintenance pruned. **All trimming shall be done in accordance with the tree pruning guidelines I.S.A. book under the maintenance pruning of mature trees.**

| BID ITEM 1. CHURCH STREET MISTLETOE ERADICATION                |          |             |          |                    |
|--|----------|-------------|----------|--------------------|
| DESCRIPTION  | UNIT     | UNIT COST   | EST. QTY | TOTAL COST         |
| Removal of 45 Dead/Dying Trees                                 | LUMP SUM | \$27,300.00 | 1        | \$27,300.00        |
| Eradication of Mistletoe/ Structural Pruning (up to 150 trees) | LUMP SUM | \$15,200.00 | 1        | \$15,200.00        |
| <b>Total</b>   |          |             |          | <b>\$42,500.00</b> |

ARTICLE V By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII The City is to furnish the necessary rights-of-way and easements and to establish lines and grades for the work as specified under the Special Provisions. All labor or materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the specifications.

ARTICLE VIII The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the City Manager has executed the contract and to diligently prosecute to completion within the allotted number of working days:

|                                      | <u>Number<br/>of Trees</u> | <u>Working<br/>Days</u> |
|--------------------------------------|----------------------------|-------------------------|
| Mistletoe Removal/Structural pruning | 150                        | 30                      |
| Tree Removal                         | 45                         | 15                      |

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6-04.03 OF THE SPECIAL PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date first written below.

\_\_\_\_\_  
CONTRACTOR

Dated:\_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
TYPE OF ORGANIZATION

Individual, Partnership or Corporation

(Affix corporate seal if Corporation)

\_\_\_\_\_  
Address

\_\_\_\_\_  
( )  
Telephone

CITY OF LODI  
a Municipal corporation

\_\_\_\_\_  
Konradt Bartlam  
City Manager

Attest:

\_\_\_\_\_  
Randi Johl, City Clerk

Approved as to Form:

\_\_\_\_\_  
D. Stephen Schwabauer  
City Attorney

RESOLUTION NO. 2012-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING  
CONTRACT AND AUTHORIZING THE CITY MANAGER TO  
EXECUTE CONTRACT FOR 2012 CHURCH STREET  
MISTLETOE TRIMMING AND TREE REMOVAL

=====

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on July 25, 2012, at 11:00 a.m., for the 2012 Church Street Mistletoe Trimming and Tree Removal, described in the specifications therefore approved by the City Council on April 18, 2012; and

WHEREAS, said bids have been checked and tabulated and a report thereof filed with the City Manager as follows:

| <b>Bidder</b>        | <b>Bid</b>  |
|----------------------|-------------|
| Berndt Tree Services | \$42,500.00 |
| West Coast Arborist  | \$45,000.00 |
| A-Plus Tree Service  | \$58,230.60 |
| Acampo Tree Service  | \$65,000.00 |
| Rumble Tree & Turf   | \$84,000.00 |

WHEREAS, staff recommends awarding the contract for the 2012 Church Street Mistletoe Trimming and Tree Removal to the low bidder, Berndt Tree Services, of Lodi, California, in the amount of \$42,500.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the 2012 Church Street Mistletoe Trimming and Tree Removal to the low bidder, Berndt Tree Services, of Lodi, California, in the amount of \$42,500; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the contract.

Dated: August 15, 2012

=====

I hereby certify that Resolution No. 2012-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 15, 2012, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL  
City Clerk

2012-\_\_\_\_\_





## CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with WMB Architects, of Stockton, for Design Services for Public Safety Building First Floor Renovation Project (\$60,820)

**MEETING DATE:** August 15, 2012

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution authorizing City Manager to execute professional services agreement with WMB Architects, of Stockton, for design services for Public Safety Building first floor renovation project in the amount of \$60,820.

**BACKGROUND INFORMATION:** The City requested Qualification Statements from two local architectural firms for the planning and design of tenant improvements to convert the existing Public Safety Building first floor area, formerly used by the Police Department, for use by Fire Administration and the Parks, Recreation and Cultural Services Department. The facility is located at 230 West Elm Street. The area is approximately 6,000 square feet. The space will include offices, public lobby, public counters, ADA access, ADA staff bathroom facilities, and associated staff support areas. There are currently 27 staff members in the two departments. Other items included in the project are demolition, hazardous materials abatement, new heating/ventilation/air conditioning equipment, new electrical service equipment, new electrical and lighting, emergency generator, new fire alarm system, new data/communications cabling, new doors and windows, new ceilings, new flooring and paint throughout, and relocation of some existing Fire Administration office systems furniture.

Staff received proposals from WMB Architects (\$60,820) and DellaMonica Snyder Architects (\$126,056).

In accordance with City purchasing ordinance Section 3.20.075 Professional/Technical Services Contracts, "Such contracts shall be awarded on the basis of professional qualifications and experience, quality of service, past performance and negotiated prices." Staff is recommending awarding the agreement to WMB based on demonstrated ability to perform the services in a timely manner and past performance on City projects. The negotiated price for services includes architectural, electrical, structural and mechanical design services through the bidding process and reimbursable expenses. The design process is to be fast-tracked for completion and bidding in six months.

**FISCAL IMPACT:** Locating Fire Administration in the Civic Center complex will be more convenient to the public for the building permit process. The office space currently used by the Recreation Division will be utilized by the Parks staff, which will make the Parks Annex once again available for rental.

APPROVED: \_\_\_\_\_  
Konradt Bartlam, City Manager

Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with WMB Architects, of Stockton, for Design Services for Public Safety Building First Floor Renovation Project (\$60,820)

August 15, 2012

Page 2

**FUNDING AVAILABLE:**      General Fund – Capital (1211)      \$60,820

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Jordan Ayers  
Deputy City Manager/Internal Services Director

---

F. Wally Sandelin  
Public Works Director

Prepared by Gary Wiman, Construction Project Manager  
FWP/GW/pmf  
cc: Interim Parks, Recreation and Cultural Services Director  
Fire Chief  
Construction Project Manager

## PROJECT ARCHITECT AGREEMENT

### PROJECT:

Public Safety Building 1<sup>st</sup> floor Renovation Project 2012  
Located at 230 West Elm Street

### PARTIES:

City of Lodi  
221 West Pine Street  
P.O. Box 3006  
Lodi, CA 95241-1910

### ARCHITECT:

WMB Architects  
5757 Pacific Avenue Suite 226  
Stockton, California 95207

### DESIGNATED PERSONNEL:

- (a) Principal in Charge: Larry Wenell
- (b) Project Architect: Doug Davis
- (c) Structural Engineer: Andre Mozaffari
- (d) Mechanical Engineer: Mitchell Scheflo
- (e) Electrical Engineer: Richard C. Smith
- (f) Other:

### TABLE OF CONTENTS

|                   |                             |
|-------------------|-----------------------------|
| ARTICLE ONE:      | Project Description         |
| ARTICLE TWO:      | Schedule of Services        |
| ARTICLE THREE:    | Compensation and Payment    |
| ARTICLE FOUR:     | Definitions                 |
| ARTICLE FIVE:     | Basic Services of Architect |
| ARTICLE SIX:      | Basic Services of City      |
| ARTICLE SEVEN:    | Time                        |
| ARTICLE EIGHT:    | Additional Services         |
| ARTICLE NINE:     | Termination of Agreement    |
| ARTICLE TEN:      | Indemnity                   |
| ARTICLE ELEVEN:   | Personnel                   |
| ARTICLE TWELVE:   | Standards of Performance    |
| ARTICLE THIRTEEN: | Miscellaneous Provisions    |
| ARTICLE FOURTEEN: | Extent of Agreement/Waiver  |

### THE PARTIES AGREE THAT:

#### ARTICLE ONE: Project Description

The Architect shall provide services as described herein. The general design of the project shall be as defined in the Request for Proposals (Exhibit "A") and by this document.

The project will consist of the following elements:

The Architect will plan and design tenant improvements to convert the existing Public Safety Building 1<sup>st</sup> floor space for use by City Fire Administration and Parks/Recreation/Cultural Services Department. The facility is located at 230 West Elm Street in Lodi. The space is approximately 6,000 square feet. The space will include offices, public lobby, public counters, ADA access, ADA staff bathroom facilities, and associated staff support areas. There are currently 27 staff members in the departments. Other items included (but not limited to) in the project are:

- 1) Demolition
- 2) Hazardous materials abatement
- 3) New HVAC equipment
- 4) New electrical service equipment
- 5) New electrical and lighting
- 6) Emergency generator
- 7) New fire alarm system
- 8) New data/communications cabling
- 9) New doors and windows
- 10) New ceilings
- 11) New flooring and paint throughout
- 12) Some existing Fire Administration office systems furniture will be relocated.

The project will be designed to conform to the State of California standards and requirements. A City of Lodi Building Permit is required.

#### **ARTICLE TWO: Schedule of Services**

- A. Architect shall complete the required services consistent with the schedule submitted in the RFQ (24 weeks, not including City review time):
- Schematic (Conceptual) Design Phase – 4 weeks
  - City Project Team Review time – 2 weeks
  - Demolition Phase – 2 weeks
  - Design Development Phase – 6 weeks
  - City Project Team Review time – 2 weeks
  - Construction Documents Phase – 8 weeks
  - City Project Team Review time – 2 weeks
  - Permit and Bid Phase – 4 weeks
- B. Schedule is contingent on City meeting review schedule requirements.

#### **ARTICLE THREE: Compensation, Method of Payment**

- A. Compensation for Basic Services
- (1) Total compensation, including all expenses, shall not exceed \$60,820.00. This compensation includes all phases and services, including reimbursable expenses. (Exhibit "B")
  - (2) Additional Services
    - (a) Additional services shall be defined as services not included as basic services within this contract that the City directs the Architect to perform. In the event of this direction, Architect shall be compensated pursuant to

this section. Additional services will only be paid if documented in advance in writing.

- (b) Maximum rate per hour, including overhead, administrative costs, and profit shall be as shown in Exhibit A (fee schedule).
- (c) With prior approval, the City shall pay for reimbursable expenses in performing Additional Services. The payment shall be limited to actual out-of-pocket expenses as reflected on an invoice or other proof of payment.
- (d) Payment for additional Services shall be made monthly upon presentation of a statement of services in duplicate.

B. Phase Payment: Upon submittal of statements in duplicate, City shall pay as follows:

(1) The \$60,820.00 fee shall be broken down as follows:

|                                  |             |      |
|----------------------------------|-------------|------|
| Schematic Design                 | \$9,735.00  | 16%  |
| Completion of Design Development | \$13,678.00 | 23%  |
| Construction Documents Phase     | \$31,121.00 | 51%  |
| Bidding Phase                    | \$5,226.00  | 9%   |
| Reimbursables                    | \$1,060.00  | 1%   |
| Total                            | \$60,820.00 | 100% |

Payment for this work shall be paid monthly upon submittal of a statement to the City from the Architect.

#### **ARTICLE FOUR: Definitions**

- A. Not used.
- B. Major Categories of Work are those applicable categories of construction work necessary for completion of construction of the entire project and may include, but not be limited to, the following construction categories: demolition, general construction, finishes, heating, ventilation, air conditioning modifications and improvements, plumbing modifications and improvements, and electrical modifications and improvements.
- C. Appropriate Authorities and Lending Agencies shall mean any private, local, municipal county, state, regional authority or agency with which the project may be involved. This term is intended to include those agencies and authorities which may require information or the filing of drawings, project manual, etc., in connection with the project on either a voluntary or nonvoluntary basis.
- D. The Contract Administrator shall be the Public Works Director or his authorized representative. He shall represent City in all matters except when approval is specifically required by the City Council.

#### **ARTICLE FIVE: Basic Services of Architect**

- A. Services in General: Architect shall
  - (1) Consult, as necessary, with authorized employees, agencies, and/or representatives of City relative to the design and major categories of work.
  - (2) Cooperate with other professionals employed by City in the design of other work related to the project.

- (3) Contract for, or employ at his expense, consultants to the extent he deems necessary for design of the project, including Mechanical, Electrical, and Structural Engineers licensed as such by the State of California, and other consultants necessary for development of the project, as provided under "Designated Personnel and Consultants" Paragraph 2. Nothing in the foregoing procedure shall create any contractual relation between City and any consultants employed by Architect under the terms of this Agreement.
  - (4) Designate Larry Wenell as the Principal in Charge who shall, so long as his performance continues to be acceptable to the City, remain in charge of the services for the project from beginning through completion of services provided for in this Agreement. Designate Doug Davis as Project Manager.
  - (5) Assist City in fulfilling normal requirements set forth by appropriate authorities whose interest bears on the design, cost, and construction of the project.
  - (6) Abide by necessary requirements of funding sources, such as auditing requirements and payroll certifications, reviews of design by funding authorities, and complete the work in compliance with designated funding deadlines.
- B. Schematic Design Phase: Under this phase the Architect shall work with City staff to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the City.
- (1) The Architect shall provide a preliminary evaluation of the City's program and schedule, each in terms of the other.
  - (2) The Architect shall review with the City alternative approaches to design and construction of the Project.
  - (3) Based on the mutually agreed-upon program and schedule, the Architect shall prepare for approval by the City, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.
  - (4) Provide a cost estimate based on the selected Schematic Design approach. Cost estimate is to be a per square foot unit price estimate.
- C. Development Phase: Under this Phase, the Architect shall complete the design development work relative to the Schematic Design.
- (1) The Architect shall develop the approved schematic design approach. Based on the approved approach, the Architect shall prepare Design Development documents.
  - (2) The Architect shall review existing documentation, including building plans, building utilities, utility easements, and investigate the facility as necessary.
  - (3) The Architect shall analyze existing utility connections, determine site features to remain, and analyze impact of existing conditions.
  - (4) The Architect shall develop site plans, floor plans, furniture layouts, elevations, and building sections as needed to fix and describe the project as to architectural, structural, mechanical, and electrical systems.
  - (5) The Architect shall provide a reproducible document consisting of:
    - (a) Site plans indicating general location and nature of site improvements.
    - (b) Architectural, structural, mechanical, plumbing, and electrical floor plans, furniture layout plans, and major equipment locations.

- (c) Exterior elevations and building sections.
    - (d) Outline specifications describing the major systems, materials, and items to be used (installation procedures not required); a tentative room finish schedule; the type of quality of interior and exterior materials; and the specific structural materials, the mechanical and electrical systems, and all major special systems and equipment to be used. The specifications shall be organized into 16 divisions following the recommendations of the Uniform System for Construction Specifications.
  - (6) The Architect shall provide City and updated Design Development documents for review.
- D. Construction Documents Phase: This phase commences only after the City has approved the Architect's Design Development. Upon receipt of notice from the City to proceed with the Construction Documents Phase, the Architect shall commence the following services:
- (1) Based upon the Design Development and any further adjustments in the scope or quality, the Architect shall prepare, for approval by the City, Construction Documents, consisting of drawings and a project manual, setting forth in detail the requirements for the construction of the project. Such documents shall be full, complete and accurate, giving such information as will enable a competent builder to carry them out.
  - (2) The construction documents shall conform to and be consistent with the previously approved Design Documents. The Architect shall incorporate no modification thereto without prior consent of the City.
  - (3) If the City orders modifications to the approved design, the Architect shall prepare additional Design Development Documents, Construction Documents, and Construction cost Estimates, and shall receive compensation as an Additional Service.
  - (4) The Architect shall, to the best of his ability, endeavor to prepare all drawings and specifications in conformity with all applicable state and federal laws and regulations.
  - (5) The Architect shall review and edit, as necessary, the form General Conditions and Division 1 of the Specifications provided by the City. The City may accept or reject the Architect's suggested changes, at its sole discretion.
  - (6) The Architect shall submit all required construction documents to the City as a package, with all items completed. Architect shall submit documents to the City of Lodi Building Department for Building Permit review. Contact the City Building Department for Permit submittal requirements. Bid Documents shall consist of one original drawing set and original 8 1/2- x 11-inch specification book ready for reproducing.
  - (7) The Architect shall make changes necessary to comply with the City's review comments and resubmit corrected documents.
  - (8) The Architect shall assist the City and the Construction Manager in developing a construction schedule for the project.
  - (9) All drawings shall be provided in AutoCAD, latest version.
- E. Bidding Phase:

- (1) The Architect, following the City's approval of the Construction Documents, shall assist the City in obtaining bids from general contractors for construction. The Architect shall receive bidder's questions, develop clarification as required, assist the City in preparing addenda, and attend a prebid conference. The City will administer the overall bidding process.
  - a) Following the City's approval of the construction documents, the Architect shall furnish to the City the original drawings of final working drawings for signature and the original project manual. Project manual shall be on 8 ½ x 11-inch paper, unless otherwise approved by the City. For bidding purposes, the Architect shall provide original drawings and the City shall reproduce the drawings and project manual. All drawings shall be provided on CAD format.
  - b) The Architect shall assist the City in interpreting the drawings and specifications during the bidding process, and prepare addenda to the drawings or specifications that may be required, but the City shall approve all proposed addenda before delivery to interested bidders. The Architect shall issue no addenda verbally or in writing to bidders.
  - c) The Architect shall participate in prebid conferences with interested bidders and the City staff, at the City's request.
  - d) The Architect shall advise the City concerning acceptance or rejection of bids for the project.
  - e) The City reserves the right to accept bids or to reject any or all bids received.

F. Documents and Drawings:

- (1) Documents and drawings shall consist of all documents, original and reproducible tracings, plans and specifications, calculations, sketches, and renderings prepared by the Architect which shall be the property of the City. The Architect shall furnish the City with documents as the City requests, whether or not complete, upon completion of the project, or upon suspension or termination of this Agreement as provided hereinafter. The Architect shall have the right to retain copies of documents and drawings for its records.
- (2) The Architect shall furnish to the City for purposes of checking and approving copies of:
  - a) Design Development/Contract Documents that are prepared by the Architect at 30%, 65%, and 95% completion.
- (3) The Architect shall furnish to the City for reproduction, original quality reproducible drawings and specifications masters for bidding and construction.
- (4) The Architect shall provide all drawings/changes on AutoCAD, latest version.

**ARTICLE SIX: Basic Services of City**

The City shall provide the following services and material to the Architect:

- A. *Building Information:* The City shall provide the Architect with available plans and any technical information concerning all buildings or spaces that are affected by the project, including necessary site survey and topographical and soil information as well as necessary telephone, communication and data requirements for the project.
- B. *Permits:* The City shall pay for all required fees and permits. The Architect will advise potential permit requirements.



- C. The City shall assist the Architect in field investigations as requested and shall assist in getting information in the form of drawings, reports, photographs and video tapes in a timely manner to meet the project schedule.

#### **ARTICLE SEVEN: Time**

- A. The Architect shall provide its professional services in accordance with the ordinary standard of care, skill, and diligences customarily followed by architects and engineers in this and similar communities.
- B. The Architect shall comply with all response times or schedules specified in the project manual or agreed to by the City.
- C. Notwithstanding Paragraph B, the Architect shall respond with the ordinary standard of care, skill, and diligence customarily followed by architects and engineers in this and similar communities.
- D. The City will pay for and assist in required review by agencies having jurisdiction over this project.
- E. Time is of the essence in performance of the work outlined herein. Neither party shall be responsible for delays from causes beyond their reasonable control.

#### **ARTICLE EIGHT: Additional Services**

- A. If the Architect is requested to provide additional services at any stage of the project development, the City shall issue a written work order.
- B. In addition to services specified elsewhere in this Agreement, the Architect shall receive additional compensation for the following additional services:
  - (1) Revision of previously approved drawings and/or specifications, or failure of the City to meet schedule of services (Article Two), which incur cost to the Architect as the result of action by the City when not otherwise the Architect's responsibility pursuant to this Agreement.
  - (2) Making planing surveys, feasibility studies, and special analysis of the City's needs to clarify requirements for project programming.
  - (3) Supervision of repair of damage to the structure when so directed by the City.
  - (4) Additional services caused by the delinquency or insolvency of the contractor.
  - (5) Travel and per diem outside of San Joaquin County when the City directs the travel in writing prior to commencing travel.

#### **ARTICLE NINE: Termination of Agreement**

- A. Either party may terminate this Agreement upon thirty (30) days written notice should the other party fail substantially to perform its terms through no fault of the party initiating the termination.
- B. The City, at its sole discretion, may terminate this Agreement upon at least seven (7) days written notice to the Architect.
- C. Upon termination of this Agreement or suspension of work by either party, the Architect shall furnish to the City before further payment by the City all documents and drawings prepared under this Agreement, whether complete or incomplete. Such documents and designs shall become the City's exclusive property, free of claim or encumbrance by the Architect.
- D. In the event of termination not the fault of the Architect, the Architect shall be compensated for all services performed to termination date, together with compensation

for Additional Services completed, less amounts paid to date. No additional payment will be made to the Architect other than for actual services completed as described above. Total amount of such compensation shall not exceed total amount payable at completion of phase during which the termination occurred.

The rates for such compensation shall be as specified in Article Three. Acceptance by the Architect of such payment shall constitute a complete accord and satisfaction between the parties.

#### **ARTICLE TEN: Indemnity**

- A. *Indemnity:* The Architect shall defend, indemnify, and save harmless the City, its officers, consultants, and employees from and against any and all claims, demands, losses, defense, costs, or liability which the City, its officers, consultants, and/or employees may sustain or incur, or which may be imposed upon them for injury to or death of persons, or damage to property to the extent caused as a result of or arising out of the negligent acts, errors or omissions of the Architect during the performance of services under the terms of this Agreement.
- B. *Professional Liability/Errors and Omissions Insurance:* During the entire term of this Agreement, the Architect shall obtain and maintain in full force and effect professional errors and omissions (malpractice) liability insurance, which shall include the following provisions:
- (1) Policy Limits: Policy limits of said insurance shall be no less than \$2,000,000 limit per claim and in the aggregate.
  - (2) Extended Claim Coverage: The Architect shall maintain professional liability insurance of the type generally available, insuring the Architect for a period of one year following completion of the services provided under this Agreement, providing such insurance is available.
- C. *Public Liability and Property Damage Insurance:*
- (1) During the term of this Agreement, the Architect will at all times maintain, at his expense, comprehensive general liability insurance naming the City, its City Council, officers, agents, and employees as additional insured. Amount of such policy shall be no less than \$2 million combined single limit per occurrence and for bodily injury including personal injury and property damage.
  - (2) Liability insurance shall contain the following endorsements:
    - (a) The City shall be added as an additional insured as respects operations of the named insured performed under the contract with the City.
    - (b) It shall be agreed that any insurance maintained by the City shall apply in excess of, and not contribute with, insurance provided by the contractor's liability insurance policy.
    - (c) The Architect's liability insurance policy shall not be canceled or non-renewed until after 30 days written notice has first been given the City.
    - (d) Coverage shall include claims arising out of the Architect's use of automobiles.
    - (e) Liability shall not exclude liability assumed by written contract or agreement.
    - (f) Liability insurance shall include broad form property damage insurance.

- (g) Prior to commencing services pursuant to this Agreement, the Architect shall provide certificates indicating the existence of the insurance required by this Agreement, on insurance certificates executed by a duly-authorized agent of the Architect's insurance provider.
- D. *Workers' Compensation:* The Architect shall provide workers' compensation coverage as required by State law, and in signing this Agreement, makes the following certification: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with such provisions before commencing the performance of this Agreement." A Waiver of Subrogation against the City of Lodi is required.
- E. See Attached Insurance Requirements Exhibit "C"

#### **ARTICLE ELEVEN: Personnel**

- A. The Architect shall assign only competent personnel to perform services pursuant to this Agreement.
- B. *Supervision of Employees:* All work or services performed by the Architect or subcontractors of the Architect shall be by or under the direct supervision of registered architects and/or engineers.
- C. *Designated Personnel and Consultants:* A material covenant of this Agreement is that the Architect shall assign the individuals designated above to perform the functions designated. The Architect shall not assign other individuals or firms to perform the services of the designated individuals and firms without the prior consent of the City.
- D. *Attendance at Meetings:* Larry Wenell shall attend all design meetings called by the City in regards to the project, unless his presence is waived by the City.
- E. If the City, in its sole discretion at any time during the term of this Agreement, desires the removal of any person assigned by the Architect to perform services, the Architect shall remove such person immediately upon receiving notice from the City.

#### **ARTICLE TWELVE: Standards of Performance**

- A. *Professional Qualifications:* The Architect represents that it is professionally qualified to perform the work. The City, not being skilled in such matters, relies upon the qualifications of the Architect to do and perform the work in a professional manner, and the City's acceptance of the Architect's work does not operate as a release of the Architect from responsibility to so perform the work.
- B. *License:* The Architect shall secure and maintain throughout the term of this Agreement all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for the Architect to practice the profession or to perform the expert professional services required by this Agreement within the State of California.
- C. *Compliance with Laws:* The Architect will endeavor to see to it that the project, as designed, will comply with all applicable federal, state, and local laws, ordinances, regulations and permits in the performance of the Agreement and in the resulting designs, including requirements of the California Code of Regulations.
- D. *Standards of Performance:* The Architect shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which the Architect is engaged. All work products of whatsoever nature which the Architect delivers to the City pursuant to this Agreement shall be prepared in a manner conforming to the standards of quality normally observed by a personal practicing in the Architect's profession.

## ARTICLE THIRTEEN: Miscellaneous Provisions

- A. *Meaning of Terms:* Terms in this Agreement are intended and shall be construed as having the same meaning as those terms have in the General Conditions of the Contract for construction to be prepared by the City and submitted to interested bidders during the Bidding Phase of the project.
- B. *Reuse of Plans:*
- (1) If the City reuses the plans in total or in part on this or any other site, or if the City completes any uncompleted portion of the project, the Architect and all of its consultants shall be relieved of all responsibility for the construction resulting from such reuse unless the City enters into an agreement with the Architect for services in connection therewith.
  - (2) The Architect shall not be entitled to any fees for such use of plans unless City enters into an agreement with the Architect for services in connection therewith.
- C. *Non-Discrimination in Employment:* The Architect shall comply with Section 1735 of the Labor Code, which provides as follows: "No discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons, except as provided in Section 12940 of the Government Code, and every contractor for public works violating this section is subject to all the penalties imposed for a violation of (Chapter 1 of Part 7, Division 2 of the Labor Code.)" This requirement also includes the provisions and requirements contained in The Americans with Disabilities Act.
- D. *Conflict of Interest:*
- (1) The Architect shall, at all times in performance of this Agreement, comply with the law of the State of California regarding conflicts of interest, including, but not limited to Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100, including regulation promulgated by the California Fair Political Practices Commission.
  - (2) If any facts come to the Architect's attention which raise any questions as to the applicability of this law, it will immediately inform the Contract Administrator and provide all information needed for resolution of the question.
  - (3) Without limitation of the covenants in Subparagraphs 1 and 2, the Architect is admonished hereby as follows: These statutes, regulations and laws include, but are not limited to, a prohibition against any public officer, including contractor for this purpose, from making any decision on behalf of the City in which such officer has a direct or indirect financial interest. A violation occurs if the public officer influences or participates in any City decision which has the potential to confer any pecuniary benefit on contractor or any business firm in which contractor has an interest of any type, with certain narrow exceptions.
- E. *Authority by City:* This Agreement shall not be considered as giving exclusive authority to the Architect for performing all services pertaining to the design and/or construction of the project. The City may perform, or have performed, any phase, or any portion of any phase, of the various professional services outlined in this Agreement without liability or obligation to the Architect. If the City elects to do so, it shall give its prior written notice to the Architect of the election, and the City agrees to defend, indemnify and hold harmless the Architect and consultants from any and all actual damages which may

arise out of such action by the City. This provision shall remain in effect and survive the termination of this Agreement.

- F. *Assignment or Subletting:* No performance of this Agreement or any portion thereof may be assigned or subcontracted by the Architect without the express written consent of the City, and any attempt by the Architect to do so without the City's prior written consent shall be null and void and constitute a material breach of this Agreement. However, this clause shall not prohibit the Architect from independently contracting with subcontractors or subconsultants on contract to the Architect, to enable the Architect to perform the professional services for the City required by this Agreement. In such event, the Architect shall remain responsible and liable for the work product of any subcontractor or subconsultant.
- G. *Independent Contractor:* It is understood and agreed that the Architect is an independent contractor and is not subject to the direction nor control of the City except as to final result. The Architect shall be solely responsible to pay all required taxes and other obligations, including, but not limited to withholding and social security. The Architect agrees to indemnify and hold the City harmless from any liability referenced in this paragraph which the City may incur to the federal or state governments as a consequence of this Agreement.
- H. *Successors:* This Agreement shall inure to the benefit and bind the successors of each of the parties.
- I. *Records:* The Architect shall maintain complete and accurate accounting records showing the services performed in connection with performance of this Agreement, the phase during which such services were performed, and the identity of the person(s) performing such services. The Architect shall make such records available for inspection by authorized representatives of the City at any reasonable time during the performance of this Agreement and for the period specified by the City, no less than five (5) years from and after the date of final payment.
- J. *Notice:* Any notice, demand, request, consent approval or communication that either party desires or is required to give the other party shall be in writing and either serviced personally or sent by prepaid first-class mail, or the equivalent thereof by private carrier. Any such writing shall be addressed to the address appearing on the first page.
- K. The City acknowledges that the Architect has no special knowledge or expertise with regard to asbestos or other pollutants and that the Architect cannot obtain insurance coverage for claims involving hazardous, toxic, and/or asbestos-containing materials or other pollutants. Therefore, the Architect, its agents, subconsultants and employees shall have no responsibility for, and the City agrees to bring no claim against the Architect, its agents, subconsultants and employees, relating to the investigation, detection, abatement, replacement, or removal of asbestos material, or relating to sudden or gradual escape or release of hazardous contaminants of any kind into or upon the land, the atmosphere, or any water course or body of water, excepting only such claims which arise out of the sole negligence or willful misconduct of the Architect, its agents, employees, or subconsultants.
- L. *Governing Law:* This Agreement shall be construed in accordance with and governed by the laws of California and any legal action arising therefrom shall be initiated in the courts of San Joaquin County, Stockton, California.

#### **ARTICLE FOURTEEN: Extent of Agreement/Waiver**

- A. This Agreement represents the entire and integrated agreement between the City and the Architect and supersedes all prior negotiations, representations, or agreements,

either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Architect.

- B. The waiver by the City or any of its officers or employees, or the failure of the City or any of its officers or employees to take action with respect to any right conferred by or any breach of any term, covenant, or condition of this Agreement shall not be deemed to be a waiver of such term, covenant, or condition, or subsequent breach of the same, or of any other term, covenant, or condition of this Agreement.

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the**  
\_\_\_\_\_ day of \_\_\_\_\_, 2012.

CITY OF LODI

\_\_\_\_\_  
By: \_\_\_\_\_  
Konradt Bartlam, City Manager

By: \_\_\_\_\_ Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Randi Johl, City Clerk

(CORPORATE SEAL)

Approved as to form:

\_\_\_\_\_  
D. Stephen Schwabauer, City Attorney

## CITY COUNCIL

JOANNE MOUNCE, Mayor  
ALAN NAKANISHI,  
Mayor Pro Tempore  
LARRY D. HANSEN  
BOB JOHNSON  
PHIL KATZAKIAN

## CITY OF LODI

PUBLIC WORKS DEPARTMENT  
CITY HALL, 221 WEST PINE STREET / P.O. BOX 3006  
LODI, CALIFORNIA 95241-1910  
TELEPHONE (209) 333-6706 / FAX (209) 333-6710  
EMAIL pwdept@lodi.gov  
<http://www.lodi.gov>

KONRADT BARTLAM,  
City Manager

RANDI JOHL,  
City Clerk

D. STEPHEN SCHWABAUER,  
City Attorney

F. WALLY SANDELIN,  
Public Works Director

May 16, 2012

Wenell Mattheis Bowe  
Attn: Larry Wenell  
246 E. Main Street  
Stockton, CA 95202

SUBJECT: Request for Qualifications and Proposal – Public Safety Building 1<sup>st</sup> Floor  
Renovation Project 2012

The City of Lodi is requesting Qualification Statements and Proposals for the planning and design of tenant improvements to convert the existing Public Safety Building 1<sup>st</sup> floor space to use by City Fire Administration and Parks/Recreation/Cultural Services Department. The facility is located at 230 West Elm Street in Lodi. The space is approximately 6,000 square feet. The space will include offices, public lobby, public counters, ADA access, ADA staff bathroom facilities, and associated staff support areas. There are currently 27 staff members in the departments. Other items included (but not limited to) in the project are:

- 1) Demolition
- 2) Hazardous materials abatement
- 3) New HVAC equipment
- 4) New electrical service equipment
- 5) New electrical and lighting
- 6) Emergency generator
- 7) New fire alarm system
- 8) New data/communications cabling
- 9) New doors and windows
- 10) New ceilings
- 11) New flooring and paint throughout
- 12) Some existing Fire Administration office systems furniture will be relocated.

The existing facility was built in 1967. The original utilities are located in the building basement and are still in service. The City intends to create a new electrical service room and HVAC room on the 1<sup>st</sup> floor to serve the project area. Coordination with and verification of existing services will be key. Some existing facility documents are available for the Designer's use, but the majority of information will need to be obtained from field investigation work by design team members.

The building also houses Fire Station No. 1 and the Finance Department, which must remain in service during construction of the tenant improvements related to this project.

The City anticipates a very aggressive schedule for this project. The City would like to be ready to begin the tenant improvement work as soon as possible. Please anticipate that you will have six months from the execution of the contract to have complete building permitted plans and specifications ready for bidding. Your schedule should reflect the necessary staff and time to meet this schedule. The Qualification Statement should include information (resumé) of the staff that will actually perform the work on the project, including consultants.

Your schedule for services should include all services for planning, space needs, schematic design, design development, and construction documents. The contract will be the City of Lodi standard Project Architect Agreement, a sample of which is enclosed for your information. Please include a proposal (in the format attached in the Project Architect Agreement, Article Three B), fee schedule and an anticipated schedule for your work.

The firm selected will be charged with designing a remodel plan which best uses the existing structure's available floor space, including construction drawings, specifications and construction administration.

The selection process will consist of review of the Qualification Statements and Cost Proposals, selection of a preferred firm and approval of contract by the City Council. The City will be looking for a firm that can demonstrate innovative approaches and ideas and is willing to work with City staff during the design phase. Experience in working for public agencies is important. **Five (5) copies of the Qualification Statements are due no later than 5:00 p.m. on June 21, 2012, at:**

City of Lodi Public Works Department  
Attn: Gary Wiman  
221 West Pine Street  
Lodi, CA 95240

If you have any questions on this RFP, please contact me at (209) 333-6706.

Submissions will be reviewed by representatives from the City of Lodi, including: Public Works Director, City Engineer, Parks/Recreation/Cultural Services Director and Fire Chief. The selected firm should be notified the week of July 2, 2012.

Sincerely,



Gary R. Wiman  
Construction Project Manager

GRW/pmf  
Enclosure



## Public Safety Building 1st Floor Renovation Project 2012

## Proposed Scope of Work

Provide architectural design services for the demolition of existing improvements and construction of new 6,000 sf tenant improvements in the Public Safety Building First Floor for Fire Department Administration and Park/Recreation/Cultural Services Department. Because it is difficult to establish a comprehensive set of documents without being able to visually see the infrastructure, we recommend adding an additional demolition phase between the Concept Design and Design Development phases.

## Schematic (Conceptual) Design Phase

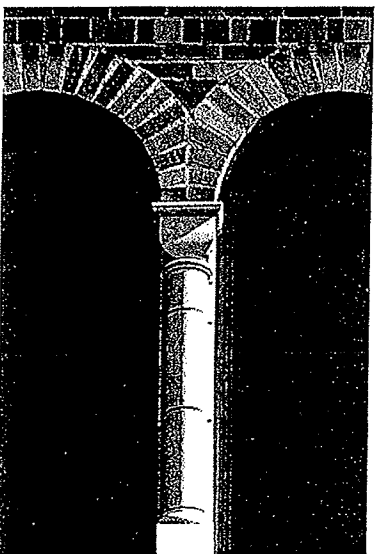
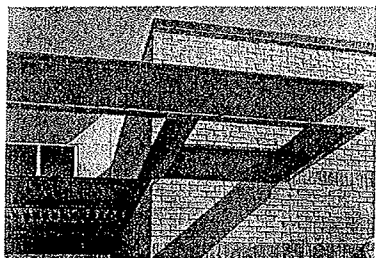
- Evaluate the City's design program with the Project Manager and verify program room sizing and public/staff interactions and circulation.
- Meet with Fire Administration and Park/Recreation/Cultural Services staff to review program issues (if required).
- Develop conceptual design alternatives and review with Project Manager (and City staff as required).
- Develop schematic design documents (30%) consisting of floor plans and concepts for new electrical service, mechanical and plumbing systems.
- Prepare a budget cost estimate based upon per square foot unit prices.

## Demolition Phase

- Based upon the approved conceptual floor plan create a set of demolition documents (plans and specifications) to include the removal of:
  - All floor coverings
  - Selected Non-bearing walls
  - Doors
  - Suspended ceilings
  - Gypsum board ceilings
  - Electrical fixtures and whips
  - Mechanical registers and ducting extensions (trunks to remain)
  - Electrical conduit, wiring, outlets, etc. in demolished walls; cap off
  - Plumbing fixtures, cap off in walls or floors
  - Blinds, paneling, wall coverings, décor, etc.
- The City will separately employ a licensed Hazmat company to remove all hazardous materials identified by the City's Hazardous Materials Survey

## Design Development Phase

- Based upon the approved conceptual design, develop design development documents (65%) to include:
  - Site plans illustrating location and nature of site developments, access from public way and accessible parking, bicycle parking, benches, signage, etc.
  - Exterior elevations illustrating new windows, entry doors, canopies, signage, etc.



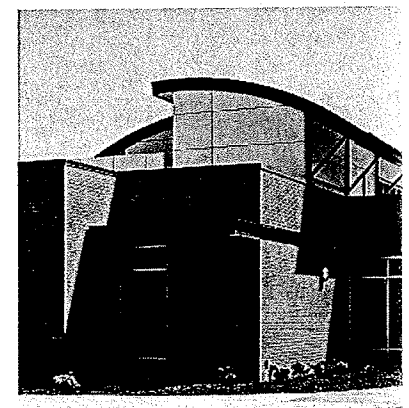
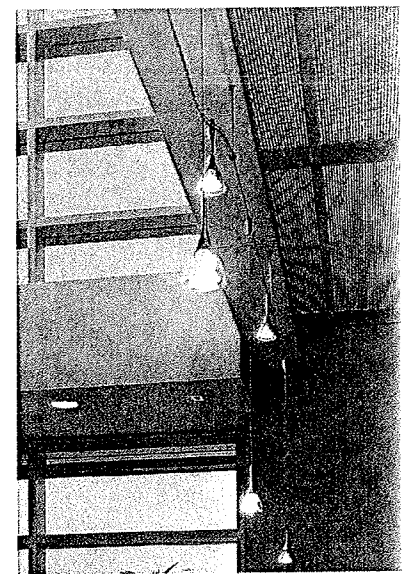
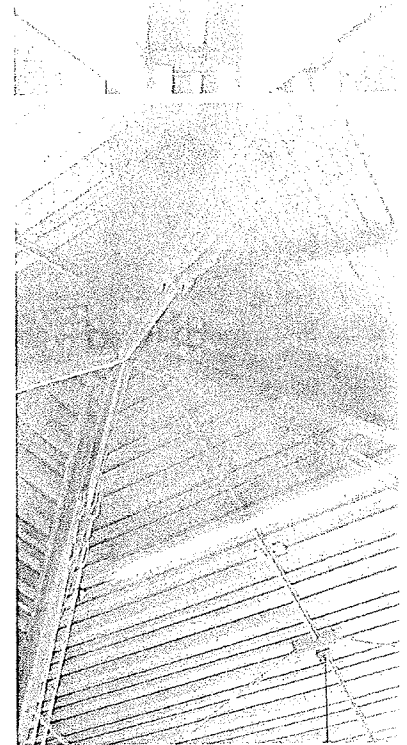
- o Building cross sections | wall sections as may be required
- o Architectural, mechanical, electrical (structural, if required) floor plans showing furniture and major equipment
- o Finishes schedule and finish materials board
- o Door and window schedule
- o Mechanical and electrical schedules illustrating major systems and equipment
- o Outline specifications based upon CSI format.

## Construction Document Phase

- It is assumed that at the beginning of this phase the major demolition contract will be completed so the architect and engineers can have visual investigation of all remaining infrastructure.
- Provide construction documents to include:
  - o Site plans
  - o Site details
  - o Demolition plan (for remaining demolition)
  - o Code compliance sheets
  - o Floor plan
  - o Enlarged plans | toilet accessories
  - o Exterior elevations | exterior finishes
  - o Building sections | wall sections
  - o Roof plan and details (if required)
  - o Door and window schedules and details
  - o Finishes schedule
  - o Reflected ceiling plan
  - o Interior elevations (as required for clarity)
  - o Mechanical (plumbing and HVAC) plans, schedules, details and energy calculations
  - o Electrical plans (service, power, lighting, communications, fire alarm), schedules, details and energy calculations
  - o Completed specifications
- Provide 95% check set for Project Manager | City staff review
- Submit to City Plan Checking process and provide corrections | responses to plan check.

## Bidding Phase

- Following approval of the construction documents, the Architect will assist the City in bidding the project:
  - o Attend Pre-bid Conference
  - o Interpret the drawings and specifications
  - o Assist | review questions and develop list of questions and responses for addenda
  - o Prepare addenda
  - o Review bids with the City.



## Proposed Project Schedule

|                                     |                 |
|-------------------------------------|-----------------|
| Schematic (Conceptual) Design Phase | 4 weeks         |
| Demolition Phase                    | 2 weeks         |
| Design Development Phase            | 6 weeks         |
| Construction Document Phase         | 8 weeks         |
| Permit and Bid Phase                | 4 weeks         |
| <b>Total</b>                        | <b>24 weeks</b> |

## Proposed Fee

- A. Total compensation, including all expenses, shall not exceed \$60,820. This compensation includes all phases and services, including reimbursable expenses.
- (1) Additional Services
- Additional services shall be defined as services not included as basic services within this contract that the City directs the Architect to perform. In the event of this direction, Architect shall be compensated pursuant to this section. Additional services will only be paid if documented in advance in writing.
  - Maximum rate per hour, including overhead, administrative costs, and profit shall be as shown in Exhibit A (fee schedule)
  - Without prior approval, the City shall pay for reimbursable expenses in performing Additional Services. The payment shall be limited to actual out-of-pocket expenses as reflected on an invoice or other proof of payment.
  - Payment for Additional Services shall be made monthly upon presentation of a statement of services in duplicate.
- B. Phase payment: Upon submittal of statement in duplication, City shall pay as follows:
- (1) The \$60,820 fee shall be broken down as follows:

|                               | WMB              | Mozaffari       | Scheflo         | HCS              | Totals           |
|-------------------------------|------------------|-----------------|-----------------|------------------|------------------|
| Phase of Work                 | Arch             | Struct*         | Mech            | Elect            | By Phase         |
| SCHEMATIC DESIGN / DEMOLITION | \$ 7,135         |                 | \$ 1,550        | \$ 1,050         | \$ 9,735         |
| DESIGN DEVELOPMENT            | \$ 10,835        |                 | \$ 1,163        | \$ 1,680         | \$ 13,678        |
| CONSTRUCTION DOCS             | \$ 14,630        | \$ 5,000        | \$ 4,456        | \$ 7,035         | \$ 31,121        |
| BUILDING DEPARTMENT           | \$ 1,940         |                 | \$ 350          | \$ 275           | \$ 2,565         |
| BIDDING/NEGOTIATION           | \$ 2,180         |                 | \$ 231          | \$ 250           | \$ 2,661         |
| CONSTRUCTION ADMIN.           | \$ -             |                 |                 |                  | \$ -             |
| SUBTOTAL                      | \$ 36,720        | \$ 5,000        | \$ 7,750        | \$ 10,290        | \$ 59,760        |
| REIMBURSABLES                 | \$ 500           |                 | \$ 350          | \$ 210           | \$ 1,060         |
| <b>TOTAL</b>                  | <b>\$ 37,220</b> | <b>\$ 5,000</b> | <b>\$ 8,100</b> | <b>\$ 10,500</b> | <b>\$ 60,820</b> |

\*Allowance if Structural Engineering is required



## WMB ARCHITECTS

T 209.944-9110  
F 209.944-5711

### Fee Schedule

#### Architects

##### WMB ARCHITECTS

|                                     |               |
|-------------------------------------|---------------|
| Sr. Principal Architect             | \$160.00/hour |
| Associate Principal Architect       | \$135.00/hour |
| Project Architect                   | \$125.00/hour |
| Staff Architect                     | \$110.00/hour |
| Project Manager                     | \$100.00/hour |
| Interior Designer                   | \$100.00/hour |
| CADD Draftsperson / Project Support | \$85.00/hour  |
| Clerical                            | \$55.00/hour  |

#### Structural Engineering

##### MOZAFFARI ENGINEERING

|                    |               |
|--------------------|---------------|
| Principal Engineer | \$250.00/hour |
| Staff Engineer     | \$150.00/hour |
| CAD Operator       | \$100.00/hour |
| Office             | \$65.00/hour  |

#### Mechanical Engineering

##### ALEXANDER SCHEFLO & ASSOCIATES

|                |               |
|----------------|---------------|
| Principal      | \$140.00/hour |
| Engineering    | \$120.00/hour |
| Designer       | \$95.00/hour  |
| Drafting       | \$85.00/hour  |
| Computer Input | \$75.00/hour  |
| Secretarial    | \$65.00/hour  |

#### Electrical Engineering

##### HCS ENGINEERING

|                               |               |
|-------------------------------|---------------|
| Principal Electrical Engineer | \$140.00/hour |
| Project/Electrical Engineer   | \$105.00/hour |
| Project/Electrical Designer   | \$ 75.00/hour |
| Project Support               | \$ 50.00/hour |



**Insurance Requirements for Contractor** The Contractor shall take out and maintain during the life of this contract, insurance coverage as listed below. These insurance policies shall protect the Contractor and any subcontractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from Contractor's operations under this contract, whether such operations be by Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

- |  |  |
|--|--|
| 1. <u>COMPREHENSIVE GENERAL LIABILITY</u><br>\$2,000,000 Ea. Occurrence<br>\$4,000,000 Aggregate               | 2. <u>COMPREHENSIVE AUTOMOBILE LIABILITY</u><br>\$1,000,000 - Ea. Occurrence |
| 3. <u>PROFESSIONAL LIABILITY / ERRORS AND OMISSIONS</u><br>\$1,000,000 Ea. Occurrence<br>\$2,000,000 Aggregate |  |

NOTE: Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

NOTE: (1) The street address of the CITY OF LODI must be shown along with (a) and (b) above: 221 West Pine Street, Lodi, California, 95241-1910; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

A copy of the certificate of insurance with the following endorsements shall be furnished to the City:

- (a) Additional Named Insured Endorsement  
Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees, and Volunteers as additional named insureds.  
(This endorsement shall be on a form furnished to the City and shall be included with Contractor's policies.)
- (b) Primary Insurance Endorsement  
Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.
- (c) Severability of Interest Clause  
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.
- (d) Notice of Cancellation or Change in Coverage Endorsement  
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240.

**Compensation Insurance** The Contractor shall take out and maintain during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of the project and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. A waiver of subrogation is required for workers compensation insurance. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240.

NOTE: No contract agreement will be signed nor will any work begin on a project until the proper insurance certificate is received by the City.

RESOLUTION NO. 2012-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
AUTHORIZING CITY MANAGER TO EXECUTE  
PROFESSIONAL SERVICES AGREEMENT FOR  
DESIGN SERVICES FOR PUBLIC SAFETY BUILDING  
FIRST FLOOR RENOVATION PROJECT

=====

WHEREAS, the City requested Qualification Statements from two local architects for the planning and design of tenant improvements to convert the existing Public Safety Building first floor area, formerly used by the Police Department, for use by Fire Administration and the Parks, Recreation and Cultural Services Department; and

WHEREAS, responses to the request for Qualification Statements were received from WMB Architects, of Stockton (\$60,820), and DellaMonica Snyder Architects, of Lodi (\$126,056); and

WHEREAS, in accordance with City purchasing ordinance Section 3.20.075 Professional/Technical Services Contracts, "Such contracts shall be awarded on the basis of professional qualifications and experience, quality of service, past performance and negotiated prices"; and

WHEREAS, staff recommends awarding the agreement to WMB Architects based on demonstrated ability to perform the services in a timely manner and past performance on City projects.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a professional services agreement with WMB Architects, of Stockton, California, to provide design services for the Public Safety Building First Floor Renovation Project, in the amount of \$60,820.

Dated: August 15, 2012

=====

I hereby certify that Resolution No. 2012-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 15, 2012, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL  
City Clerk



# CITY OF LODI

## COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Adopt Resolution Authorizing City Manager to Execute Contract for City Hall Parking Lot Reconstruction Project with A. M. Stephens Construction Company, Inc., of Lodi (\$238,877.65) and Appropriating Funds (\$100,000)

**MEETING DATE:** August 15, 2012

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution authorizing City Manager to execute contract for City Hall parking lot reconstruction project with A. M. Stephens Construction Company, Inc., of Lodi, in the amount of \$238,877.65 and appropriating funds in the amount of \$100,000.

**BACKGROUND INFORMATION:** This project consists of reconstructing the City Hall parking lot with asphalt concrete, constructing a trash enclosure, installing handicap-accessible parking stalls, and other incidental and related work, all as shown on the plans and specifications for the project.

This project also includes the removal of four existing Arizona ash trees in the parking lot. The trees are in poor condition, and their roots are raising the concrete curb and asphalt pavement. Four new Chinese Pistache trees will be planted as their replacement (Exhibit A).

Plans and specifications for this project were approved on June 20, 2012. The City received the following three bids for this project on July 25, 2012. The lowest responsive bidder, A. M. Stephens Construction Company, has signed the required Local Hire forms and will conform to the requirements.

| Bidder                      | Location | Bid           |
|-----------------------------|----------|---------------|
| Engineer's Estimate         |          | \$ 227,217.50 |
| A. M. Stephens Construction | Lodi     | \$ 238,877.65 |
| Vinciguerra Construction    | Jackson  | \$ 318,476.00 |
| George Reed, Inc.           | Modesto  | \$ 337,994.00 |

Staff recommends appropriating \$100,000 in addition to funds allocated in the FY 2012/13 budget to cover City staff time, project-related costs and contingencies.

**FISCAL IMPACT:** The project will decrease maintenance costs and implement additional elements of the City's ADA Transition Plan.

**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager

Adopt Resolution Authorizing City Manager to Execute Contract for City Hall Parking Lot Reconstruction Project with A. M. Stephens Construction Company, Inc., of Lodi (\$238,877.65) and Appropriating Funds (\$100,000)

August 15, 2012

Page 2

**FUNDING AVAILABLE:**

Requested Appropriation:

Street Fund (320123):           \$ 100,000

Existing Funding:

Street Fund (320123)           \$ 150,000 (FY 12/13)

General Fund (1211785)       \$ 50,000 (FY12/13)

Total                               \$ 300,000

---

Jordan Ayers

Deputy City Manager/Internal Services Director

---

F. Wally Sandelin

Public Works Director

Prepared by Lyman Chang, Senior Civil Engineer

FWS/LC/pmf

Attachment

cc: Deputy Public Works Director – Utilities

Senior Civil Engineer



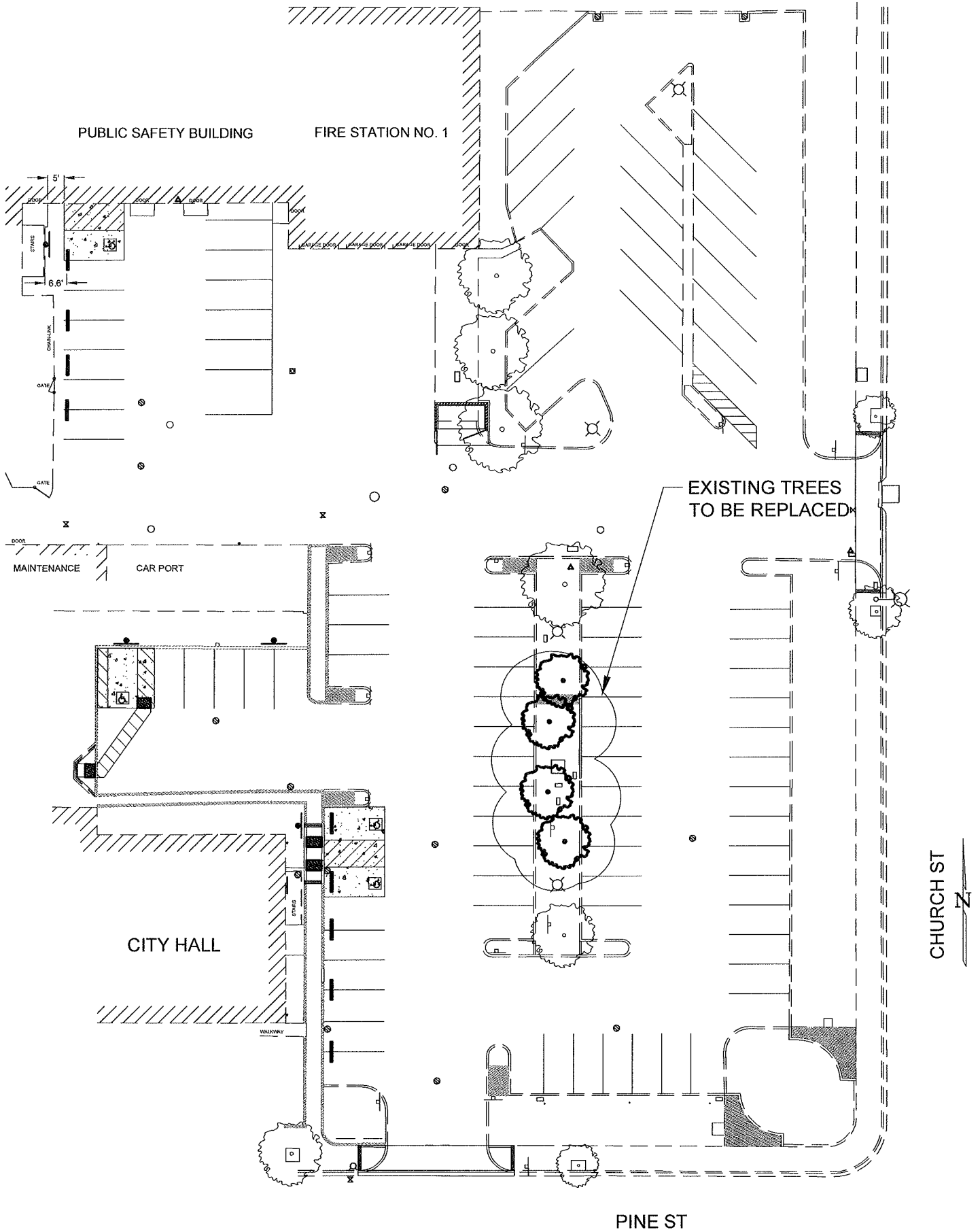


EXHIBIT A

**CITY HALL PARKING LOT IMPROVEMENTS  
221 West Pine Street**

**CONTRACT**

---

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and A. M. STEPHENS CONSTRUCTION COMPANY, INC., herein referred to as the "Contractor."

WITNESSETH:

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents which are incorporated herein by this reference, to-wit:

|                        |                                     |
|------------------------|-------------------------------------|
| Notice Inviting Bids   | The July 1992 Edition,              |
| Information to Bidders | Standard Specifications,            |
| General Provisions     | State of California,                |
| Special Provisions     | Business and Transportation Agency, |
| Bid Proposal           | Department of Transportation        |
| Contract               |                                     |
| Contract Bonds         |                                     |
| Plans                  |                                     |

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City and under the condition expressed in the two bonds bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the City the proposed improvements as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5.600, "Measurement, Acceptance and Payment," of the General Provisions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

ARTICLE IV - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Contract Documents and the requirements of the Engineer under them, to-wit:

Perform the work necessary to reconstruct the City Hall parking lot (50,360 square feet) with asphalt concrete, construct a trash enclosure, install handicap parking stalls, and other incidental and related work, all as shown on the plans and specifications for "City Hall Parking Lot Improvements".

CONTRACT ITEMS

| ITEM<br>NO. | DESCRIPTION                                | UNIT | EST'D.<br>QTY | UNIT PRICE   | TOTAL PRICE |
|-------------|--|------|---------------|--------------|-------------|
| 1.          | Clearing and Grubbing                      | LS   | 1             | \$ 22,500.00 | \$22,500.00 |
| 2.          | Storm Water Pollution Control              | LS   | 1             | \$ 4,250.00  | \$ 4,250.00 |
| 3.          | Compact Original Ground                    | SF   | 49,262        | \$ 0.20      | \$ 9,852.40 |
| 4.          | Concrete Curb                              | LF   | 96            | \$ 25.50     | \$ 2,448.00 |
| 5.          | Concrete Parking Stall (ADA)               | SF   | 1,098         | \$ 6.25      | \$ 6,862.50 |
| 6.          | Concrete Driveway                          | SF   | 855           | \$ 12.75     | \$10,901.25 |
| 7.          | Install 6-Inch Storm Drain                 | LF   | 76            | \$ 59.00     | \$ 4,484.00 |
| 8.          | Install 12-Inch Storm Drain                | LF   | 18            | \$ 89.00     | \$ 1,602.00 |
| 9.          | Install Drop Inlet Catch Basin             | EA   | 1             | \$ 1,775.00  | \$ 1,775.00 |
| 10.         | Install Storm Drain Clean Out              | EA   | 1             | \$ 540.00    | \$ 540.00   |
| 11.         | Adjust Manhole Frame and<br>Cover to Grade | EA   | 3             | \$ 610.00    | \$ 1,830.00 |

| ITEM NO. | DESCRIPTION                                   | UNIT | EST'D. QTY | UNIT PRICE   | TOTAL PRICE  |
|----------|---|------|------------|--------------|--------------|
| 12.      | Adjust Water Valve Frame and Cover to Grade   | EA   | 5          | \$ 275.00    | \$ 1,375.00  |
| 13.      | Furnish Water Valve Frame and Cover           | EA   | 5          | \$ 195.00    | \$ 975.00    |
| 14.      | Adjust Water/ Wastewater Service Box to Grade | EA   | 6          | \$ 275.00    | \$ 1,650.00  |
| 15.      | Install Trash Enclosure                       | LS   | 1          | \$ 13,100.00 | \$13,100.00  |
| 16.      | Tree Planting                                 | EA   | 4          | \$ 600.00    | \$ 2,400.00  |
| 17.      | Striping                                      | LS   | 1          | \$ 1,195.00  | \$ 1,195.00  |
| 18.      | Furnish and Install Sign Post                 | EA   | 4          | \$ 200.00    | \$ 800.00    |
| 19.      | Furnish and Install ADA Signs                 | LS   | 1          | \$ 215.00    | \$ 215.00    |
| 20.      | Furnish and Install Concrete Parking Bumper   | EA   | 9          | \$ 55.00     | \$ 495.00    |
| 21.      | Install ADA Ramp                              | LS   | 1          | \$ 2,110.00  | \$ 2,110.00  |
| 22.      | Pavement Excavation                           | CY   | 702*       | \$ 15.00     | \$10,530.00  |
| 23.      | Asphalt Concrete                              | TON  | 1,405      | \$ 97.50     | \$136,987.50 |
| TOTAL    |   |      |            |              | \$238,877.65 |

\* Denotes Final Pay Quantity

ARTICLE V - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII - The City is to furnish the necessary rights-of-way and easements and to establish lines and grades for the work as specified under the Special Provisions. All labor or materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the specifications.

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the City Manager has executed the contract and to diligently prosecute to completion within **25 WORKING DAYS**.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6-04.03 OF THE SPECIAL PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

CONTRACTOR:

CITY OF LODI

\_\_\_\_\_

By: \_\_\_\_\_  
Konradt Bartlam  
City Manager

By: \_\_\_\_\_

Date: \_\_\_\_\_

Attest

\_\_\_\_\_

Title

\_\_\_\_\_  
City Clerk

(CORPORATE SEAL)

Approved As To Form

\_\_\_\_\_  
D. Stephen Schwabauer  
City Attorney

1. AA# \_\_\_\_\_  
2. JV# \_\_\_\_\_

| CITY OF LODI<br>APPROPRIATION ADJUSTMENT REQUEST |   |          |            |
|--|---|----------|------------|
| TO:  | Internal Services Dept. - Budget Division |          |            |
| 3. FROM:   | Rebecca Areida-Yadav                      | 5. DATE: | 07/25/2012 |
| 4. DEPARTMENT/DIVISION: Public Works             |   |          |            |

| 6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW |        |             |           |                       |               |
|--|--------|-------------|-----------|-----------------------|---------------|
|  | FUND # | BUS. UNIT # | ACCOUNT # | ACCOUNT TITLE         | AMOUNT        |
| A.<br><br>SOURCE OF<br><br>FINANCING                   | 320    |             | 3205      | Fund Balance          | \$ 100,000.00 |
|  |        |             |           |                       |               |
|  |        |             |           |                       |               |
|  |        |             |           |                       |               |
|  |        |             |           |                       |               |
|  |        |             |           |                       |               |
|  |        |             |           |                       |               |
|  |        |             |           |                       |               |
| B.<br><br>USE OF<br><br>FINANCING                      | 320    | 320123      | 7720      | City Hall Parking Lot | \$ 100,000.00 |
|  |        |             |           |                       |               |
|  |        |             |           |                       |               |
|  |        |             |           |                       |               |
|  |        |             |           |                       |               |
|  |        |             |           |                       |               |
|  |        |             |           |                       |               |
|  |        |             |           |                       |               |

| 7. REQUEST IS MADE TO FUND THE FOLLOWING PROJECT NOT INCLUDED IN THE CURRENT BUDGET  |
|--|
| <p>Please provide a description of the project, the total cost of the project, as well as justification for the requested adjustment. If you need more space, use an additional sheet and attach to this form.</p> <p>Contract for City Hall Parking Lot Reconstruction Project with A. M. Stephens Construction Company</p> |
| <p>If Council has authorized the appropriation adjustment, complete the following:</p> <p>Meeting Date: _____ Res No: _____ Attach copy of resolution to this form.</p> <p>Department Head Signature: <u>Wesley Sanders</u></p>  |

| 8. APPROVAL SIGNATURES   |
|--|
|  |
| Deputy City Manager/Internal Services Manager _____ Date _____ |

Submit completed form to the Budget Division with any required documentation.  
Final approval will be provided in electronic copy format.

RESOLUTION NO. 2012-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING  
CONTRACT AND AUTHORIZING THE CITY MANAGER TO  
EXECUTE CONTRACT FOR CITY HALL PARKING LOT  
RECONSTRUCTION PROJECT AND FURTHER  
APPROPRIATING FUNDS

=====

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on July 25, 2012, at 11:00 a.m., for the City Hall Parking Lot Reconstruction Project, described in the plans and specifications therefore approved by the City Council on June 20, 2012; and

WHEREAS, said bids have been checked and tabulated and a report thereof filed with the City Manager as follows:

| <b>Bidder</b>               | <b>Bid</b>    |
|-----------------------------|---------------|
| A. M. Stephens Construction | \$ 238,877.65 |
| Vinciguerra Construction    | \$ 318,476.00 |
| George Reed, Inc.           | \$ 337,994.00 |

WHEREAS, staff recommends awarding the contract for the City Hall Parking Lot Reconstruction Project to the low bidder, A. M. Stephens Construction Company, Inc., of Lodi, California, in the amount of \$238,877.65.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the City Hall Parking Lot Reconstruction Project to the low bidder, A. M. Stephens Construction Company, Inc., of Lodi, California, in the amount of \$238,877.65; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the contract; and

BE IT FURTHER RESOLVED that funds in the amount of \$100,000 be appropriated from the Street Fund for this project.

Dated: August 15, 2012

=====

I hereby certify that Resolution No. 2012-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 15, 2012, by the following vote:

AYES: COUNCIL MEMBERS –  
NOES: COUNCIL MEMBERS –  
ABSENT: COUNCIL MEMBERS –  
ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL  
City Clerk



# CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Adopt Resolution Authorizing City Manager to Execute Contract and Contract Extensions for Procurement of Biosolids Dewatering Polymer at White Slough Water Pollution Control Facility with SNF/Polydyne, Inc., of Riceboro, Georgia (\$58,121)

**MEETING DATE:** August 15, 2012

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution authorizing City Manager to execute contract and contract extensions for procurement of biosolids dewatering polymer at White Slough Water Pollution Control Facility with SNF/Polydyne, Inc., of Riceboro, Georgia, in the amount of \$58,121.

**BACKGROUND INFORMATION:** This project will procure polymer used in the newly-commissioned biosolids dewatering process at the White Slough Water Pollution Control Facility.

Staff has been working with the design engineer and equipment supplier to commission the new rotary press biosolids dewatering equipment. The equipment requires the use of polymer as a flocculant to dewater biosolids. Each vendor manufactures polymer using a proprietary chemical formula, so it was necessary to use a performance-based bid, including full-scale product testing with the dewatering equipment, to verify the actual polymer dosage and cost for each product. Bench testing was performed the beginning of June 2012, with full-scale rotary testing done later in the month. All bidders were required to provide City staff with testing results, as well as Material Safety Data Sheets, for each product bid.

Because the performance-based bidding process for polymer is lengthy and complex, the contract term is for three years, with two optional three-year extensions, in order to provide stable operating costs.

Specifications for this project were approved on May 2, 2012. The City received the following three bids for this project on July 18, 2012. The Engineer's estimate for this project was \$100,000 per year.

| Bidder       | Location            | Bid                  |
|--------------|---------------------|----------------------|
| SNF/Polydyne | Riceboro, Georgia   | \$58,121.00 per year |
| Aquaben      | Kent, Ohio          | \$90,183.00 per year |
| Ashland      | Modesto, California | \$99,726.60 per year |

**FISCAL IMPACT:** The cost of polymer is included in the wastewater budget.

**FUNDING AVAILABLE:** Wastewater Fund (170403)

\_\_\_\_\_  
Jordan Ayers  
Deputy City Manager/Internal Services Director

\_\_\_\_\_  
F. Wally Sandelin  
Public Works Director

Prepared by Larry Parlin, Deputy Public Works Director - Utilities  
cc: Deputy Public Works Director – Utilities

**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager



---

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and POLYDYNE, INC., herein referred to as the "Contractor."

WITNESSETH:

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents which are incorporated herein by this reference, to-wit:

|                        |                                     |
|------------------------|-------------------------------------|
| Notice Inviting Bids   | The July 1992 Edition,              |
| Information to Bidders | Standard Specifications,            |
| General Provisions     | State of California,                |
| Special Provisions     | Business and Transportation Agency, |
| Bid Proposal           | Department of Transportation        |
| Contract               |                                     |

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City and under the condition expressed in the bonds bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the City the proposed improvements as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 2-4, "Measurement and Payment," of the General Provisions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

ARTICLE IV - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Contract Documents and the requirements of the Engineer under them, to-wit:

Perform the work necessary to provide and deliver dewatering polymer to the White Slough Water Pollution Control Facility, all as shown on the specifications for "Dewatering Polymer".

**DEWATERING POLYMER**  
**CITY OF LODI, CALIFORNIA**  
**2012/2013**

**ITEM 1. DEWATERING POLYMER**

|   |   |                         |
|---|---|-------------------------|
| Polymer dosing cost factor:                 |   | <b>Clarifloc C-6272</b> |
| (1000 DT/yr)*(X)*(P)                        | = | \$58,121.00*            |
| Delivery                                    | = | \$0.00                  |
| TOTAL POLYMER COST                          | = | \$58,121.00*            |
| Where: X = Polymer Dosage, lbs. per dry ton |   | 50.54 LBS/DT            |
| P = Polymer Price per Bid \$/LB             |   | \$1.15/LB*              |
| Lead time for Delivery of Polymer:          |   | 5-10 days ARO           |

\*Applicable state and local taxes not included.

ARTICLE V - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII - The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the City Manager has executed the contract.

**DEWATERING POLYMER**  
**White Slough Water Pollution Control Facility**

**CONTRACT**

ARTICLE VIII – The term of this contract is for a three-year period. At its option, the City may extend the term of this contract for up to an additional two three-year extension, provided the City gives the Contractor no less than thirty days written notice of its intent prior to expiration of the existing term. In the event the City exercises any option under this paragraph, all other terms and conditions of this Agreement continue and remain in full force and effect. The total duration of this contract, including the exercise of any option under this paragraph, shall not exceed nine years.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6-04.03 OF THE SPECIAL PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

CONTRACTOR:

CITY OF LODI

\_\_\_\_\_

By: \_\_\_\_\_  
Konradt Bartlam  
City Manager

By: \_\_\_\_\_

Date: \_\_\_\_\_

Attest

\_\_\_\_\_

Title

\_\_\_\_\_  
City Clerk

(CORPORATE SEAL)

Approved As To Form

\_\_\_\_\_  
D. Stephen Schwabauer  
City Attorney

RESOLUTION NO. 2012-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING  
CONTRACT AND AUTHORIZING THE CITY MANAGER TO  
EXECUTE CONTRACT AND CONTRACT EXTENSIONS FOR  
PROCUREMENT OF BIOSOLIDS DEWATERING POLYMER AT  
WHITE SLOUGH WATER POLLUTION CONTROL FACILITY

=====

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on July 18, 2012, at 11:00 a.m., for the procurement of biosolids dewatering polymer at White Slough Water Pollution Control Facility, described in the specifications therefore approved by the City Council on May 2, 2012; and

WHEREAS, said bids have been checked and tabulated and a report thereof filed with the City Manager as follows:

| <b>Bidder</b> | <b>Bid</b>            |
|---------------|-----------------------|
| SNF/Polydyne  | \$ 58,121.00 per year |
| Aquaben       | \$ 90,183.00 per year |
| Ashland       | \$ 99,726.60 per year |

WHEREAS, staff recommends awarding the three-year contract for the procurement of biosolids dewatering polymer at White Slough Water Pollution Control Facility to the low bidder, SNF/Polydyne, of Riceboro, Georgia, in the amount of \$58,121 per year.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the three-year contract for the procurement of biosolids dewatering polymer at White Slough Water Pollution Control Facility to the low bidder, SNF/Polydyne, of Riceboro, Georgia, in the amount of \$58,121 per year; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the contract and to negotiate and execute up to two three-year extensions.

Dated: August 15, 2012

=====

I hereby certify that Resolution No. 2012-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 15, 2012, by the following vote:

AYES: COUNCIL MEMBERS –  
NOES: COUNCIL MEMBERS –  
ABSENT: COUNCIL MEMBERS –  
ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL  
City Clerk



# CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Adopt Resolution Authorizing City Manager to Execute Contract for Well 6R Granular Activated Carbon Treatment System with Vinciguerra Construction, of Jackson (\$596,810)

**MEETING DATE:** August 15, 2012

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution authorizing City Manager to execute contract for Well 6R granular activated carbon treatment system with Vinciguerra Construction, of Jackson, in the amount of \$596,810.

**BACKGROUND INFORMATION:** This project consists of furnishing and installing a granular activated carbon (GAC) treatment system for Well 6R.

Plans and specifications for this project were approved on June 20, 2012. The City received the following seven bids for this project on July 18, 2012. The lowest responsive bidder, Vinciguerra Construction, has signed the required Local Hire forms and will conform to the requirements.

| Bidder                   | Location        | Bid            |
|--------------------------|-----------------|----------------|
| Engineer's Estimate      |                 | \$ 654,235.00  |
| Vinciguerra Construction | Jackson         | \$ 596,810.00  |
| Diede Construction       | Woodbridge      | \$ 619,875.87  |
| Conco West, Inc.         | Manteca         | \$ 651,190.00  |
| Cal-Neva Construction    | West Sacramento | \$ 652,658.00  |
| Ford Construction        | Lodi            | \$ 693,960.00  |
| Tidelands Construction   | Brentwood       | \$ 711,335.00  |
| Division 5-15 Corp.      | Gold River      | \$ 782,000.60* |

\*Corrected Figures

**FISCAL IMPACT:** Annual operation and maintenance costs for the water utility will increase as a result of this project. Operation costs are reimbursed through the City's DBCP settlement.

**FUNDING AVAILABLE:** This project will be funded by Water Capital Outlay Fund (181048).

\_\_\_\_\_  
Jordan Ayers  
Deputy City Manager/Internal Services Director

\_\_\_\_\_  
F. Wally Sandelin  
Public Works Director

Prepared by Lyman Chang, Senior Civil Engineer  
cc: Deputy Public Works Director – Utilities  
Senior Civil Engineer

**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager

**WELL 6R  
GRANULAR ACTIVATED CARBON FILTER SYSTEM**

**CONTRACT**

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and VINCIGUERRA CONSTRUCTION, herein referred to as the "Contractor."

WITNESSETH:

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents which are incorporated herein by this reference, to-wit:

|                        |                                     |
|------------------------|-------------------------------------|
| Notice Inviting Bids   | The July 1992 Edition,              |
| Information to Bidders | Standard Specifications,            |
| General Provisions     | State of California,                |
| Special Provisions     | Business and Transportation Agency, |
| Bid Proposal           | Department of Transportation        |
| Contract               |                                     |
| Contract Bonds         |                                     |
| Plans                  |                                     |

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City and under the condition expressed in the two bonds bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the City the proposed improvements as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5.600, "Measurement, Acceptance and Payment," of the General Provisions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

ARTICLE IV - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Contract Documents and the requirements of the Engineer under them, to-wit:

Perform the work necessary to furnish and install a granular activated carbon filter system, complete with carbon median, on-site piping and electrical system, 520 linear feet of 14-inch water pipe, 311 linear feet of 12-inch wastewater pipe, and other incidental and related work, all as shown on the plans and specifications for "Well 6R Granular Activated Carbon Filter System".

CONTRACT ITEMS

| ITEM NO. | DESCRIPTION                             | UNIT | EST'D. QTY | UNIT PRICE   | TOTAL PRICE   |
|----------|---|------|------------|--------------|---------------|
| 1.       | Mobilization                            | LS   | 1          | \$ 15,000.00 | \$ 15,000.00  |
| 2.       | Cleaning and Grubbing                   | LS   | 1          | \$ 5,000.00  | \$ 5,000.00   |
| 3.       | Abandon Water Valve and Cap Water Pipe  | LS   | 1          | \$ 1,000.00  | \$ 1,000.00   |
| 4.       | Traffic Control                         | LS   | 1          | \$ 2,500.00  | \$ 2,500.00   |
| 5.       | Water Pollution Control                 | LS   | 1          | \$ 2,500.00  | \$ 2,500.00   |
| 6.       | Furnish GAC Filter System               | LS   | 1          | \$291,000.00 | \$ 291,000.00 |
| 7.       | Furnish GAC Media                       | LS   | 1          | \$ 70,000.00 | \$ 70,000.00  |
| 8.       | Install GAC Filter System               | LS   | 1          | \$ 68,000.00 | \$ 68,000.00  |
| 9.       | Install 10-Inch Water Valve             | EA   | 1          | \$ 2,800.00  | \$ 2,800.00   |
| 10.      | Install 10-Inch Ductile Iron Water Pipe | LF   | 22         | \$ 500.00    | \$ 11,000.00  |

| ITEM NO. | DESCRIPTION                        | UNIT | EST'D. QTY | UNIT PRICE   | TOTAL PRICE   |
|----------|------------------------------------|------|------------|--------------|---------------|
| 11.      | Install 14-Inch Water Pipe         | LF   | 520        | \$ 90.00     | \$ 46,800.00  |
| 12.      | Install 3-Inch Wastewater Pipe     | LF   | 12         | \$ 60.00     | \$ 720.00     |
| 13.      | Install 12-Inch Wastewater Pipe    | LF   | 311        | \$ 90.00     | \$ 27,990.00  |
| 14.      | Install 48-Inch Wastewater Manhole | EA   | 1          | \$ 3,500.00  | \$ 3,500.00   |
| 15.      | Minor Concrete                     | CY   | 14         | \$ 800.00    | \$ 11,200.00  |
| 16.      | Install Removable Steel Bollard    | EA   | 2          | \$ 400.00    | \$ 800.00     |
| 17.      | Chain Link Fence with Mow-Strip    | LS   | 1          | \$ 17,000.00 | \$ 17,000.00  |
| 18.      | Electrical System                  | LS   | 1          | \$ 20,000.00 | \$ 20,000.00  |
| TOTAL    |                                    |      |            |              | \$ 596,810.00 |

ARTICLE V - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII - The City is to furnish the necessary rights-of-way and easements and to establish lines and grades for the work as specified under the Special Provisions. All labor or materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the specifications.

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the City Manager has executed the contract and to diligently prosecute to completion within **125 WORKING DAYS**.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES



TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6-04.03 OF THE SPECIAL PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

CONTRACTOR:

CITY OF LODI

\_\_\_\_\_

By: \_\_\_\_\_  
Konradt Bartlam  
City Manager

By: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_

Title

\_\_\_\_\_

City Clerk

(CORPORATE SEAL)

Approved As To Form

\_\_\_\_\_  
D. Stephen Schwabauer  
City Attorney



RESOLUTION NO. 2012-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING  
CONTRACT AND AUTHORIZING THE CITY MANAGER TO  
EXECUTE CONTRACT FOR WELL 6R GRANULAR ACTIVATED  
CARBON TREATMENT SYSTEM

=====

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on July 18, 2012, at 11:00 a.m., for Well 6R Granular Activated Carbon Treatment System, described in the plans and specifications therefore approved by the City Council on June 20, 2012; and

WHEREAS, said bids have been checked and tabulated and a report thereof filed with the City Manager as follows:

| <b>Bidder</b>            | <b>Bid</b>     |
|--------------------------|----------------|
| Vinciguerra Construction | \$ 596,810.00  |
| Diede Construction       | \$ 619,875.87  |
| Conco West, Inc.         | \$ 651,190.00  |
| Cal-Neva Construction    | \$ 652,658.00  |
| Ford Construction        | \$ 693,960.00  |
| Tidelands Construction   | \$ 711,335.00  |
| Division 5-15 Corp.      | \$ 782,000.60* |

\*Corrected Figures

WHEREAS, staff recommends awarding the contract for Well 6R Granular Activated Carbon Treatment System to the low bidder, Vinciguerra Construction, of Jackson, California, in the amount of \$596,810.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for Well 6R Granular Activated Carbon Treatment System to the low bidder, Vinciguerra Construction, of Jackson, California, in the amount of \$596,810; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the contract.

Dated: August 15, 2012

=====

I hereby certify that Resolution No. 2012-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 15, 2012, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL  
City Clerk



# CITY OF LODI

## COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement for Fixed Network Radio Backhaul Design Studies with RuggedCom, of Concord, Ontario (\$38,300) and Appropriating Funds (\$80,000)

**MEETING DATE:** August 15, 2012

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution authorizing City Manager to execute professional services agreement for fixed network radio backhaul design studies with RuggedCom, of Concord, Ontario, in the amount of \$38,300 and appropriating funds in the amount of \$80,000.

**BACKGROUND INFORMATION:** On June 1, 2011, City Council approved purchases of software and fixed network engineering design services for the installation of a fixed network that would automatically read the electric and water meters installed or being installed throughout the City. Included in these purchases were data storage devices, receivers, collectors and radio transmitters. The installation of this software and equipment has essentially been completed.

On October 5, 2011, City Council approved the professional services contract with Vertex Business Services Holdings, LLC, of Bend, Oregon, for the design of customer interfaces with the City's Customer Information System. This work has essentially been completed.

Initial testing of the automatic meter reading system has revealed that additional design work is required for the radio backhaul. The design services to be provided by RuggedCom include completion of a site survey of specific environmental conditions (structures, trees, line of sight) at each base station location, preparation of a radio frequency and coverage plan, identification of additional equipment required to implement the design plan, assisting with the on-site commissioning and installation of equipment, completion of a final commissioning plan, and provision of on-site customized training for City staff.

The contract fee is not to exceed \$38,300 and is broken down into engineering services (\$8,900), on-site services (\$17,800), and optional training services (\$11,600). The contract schedule anticipates completion of the work within 80 calendar days of notice to proceed. An appropriation of \$80,000 is requested to cover added costs for staff services associated with delivery of the automatic meter reading system.

**FISCAL IMPACT:** Optimizing the operation of the radio backhaul will result in lower costs for field mitigation associated with poor reads from the radio equipment.

**FUNDING AVAILABLE:** Electric Utility Fund (161000)  
Water Utility Fund (181013)

\_\_\_\_\_  
Jordan Ayers  
Deputy City Manager/Internal Services Director

\_\_\_\_\_  
F. Wally Sandelin  
Public Works Director

FWS/pmf

**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager

## **AGREEMENT FOR PROFESSIONAL SERVICES**

### **ARTICLE 1 PARTIES AND PURPOSE**

#### **Section 1.1 Parties**

THIS AGREEMENT is entered into on \_\_\_\_\_, 2012, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and RUGGEDCOM (hereinafter "CONTRACTOR").

#### **Section 1.2 Purpose**

CITY selected the CONTRACTOR to provide the services required in accordance with attached Scope of Services, Exhibit A, attached and incorporated by this reference.

CITY wishes to enter into an agreement with CONTRACTOR for design services for fixed network installation (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

### **ARTICLE 2 SCOPE OF SERVICES**

#### **Section 2.1 Scope of Services**

CONTRACTOR, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A.

#### **Section 2.2 Time For Commencement and Completion of Work**

CONTRACTOR shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY or on the date set forth in Section 2.6, whichever occurs first, and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONTRACTOR shall submit to CITY such reports, diagrams, drawings and other work products as may be designated in the Scope of Services.

CONTRACTOR shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be

counted against CONTRACTOR's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONTRACTOR shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

**Section 2.3 Meetings**

CONTRACTOR shall attend meetings as may be set forth in the Scope of Services.

**Section 2.4 Staffing**

CONTRACTOR acknowledges that CITY has relied on CONTRACTOR's capabilities and on the qualifications of CONTRACTOR's principals and staff as identified in its proposal to CITY. The Scope of Services shall be performed by CONTRACTOR, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONTRACTOR of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel at CITY's sole discretion and shall be notified by CONTRACTOR of any changes of CONTRACTOR's project staff prior to any change.

CONTRACTOR represents it is prepared to and can perform all services within the Scope of Services (Exhibit A) and is prepared to and can perform all services specified therein. CONTRACTOR represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONTRACTOR to practice its profession, and that CONTRACTOR shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

**Section 2.5 Subcontracts**

Unless prior written approval of CITY is obtained, CONTRACTOR shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement.

**Section 2.6 Term**

The term of this Agreement commences on August 16, 2012 and terminates upon the completion of the Scope of Services or on June 30, 2013, whichever occurs first.

## **ARTICLE 3**

### **COMPENSATION**

#### **Section 3.1    Compensation**

CONTRACTOR's compensation for all work under this Agreement shall conform to the provisions of the Fee Proposal, attached hereto as Exhibit B and incorporated by this reference.

CONTRACTOR shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

#### **Section 3.2    Method of Payment**

CONTRACTOR shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONTRACTOR's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal.

#### **Section 3.3    Costs**

The Fee Proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in advanced and in writing, by CITY.

#### **Section 3.4    Auditing**

CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under this Agreement. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

**ARTICLE 4**  
**MISCELLANEOUS PROVISIONS**

**Section 4.1    Nondiscrimination**

In performing services under this Agreement, CONTRACTOR shall not discriminate in the employment of its employees or in the engagement of any sub CONTRACTOR on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

**Section 4.2    ADA Compliance**

In performing services under this Agreement, CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

**Section 4.3    Indemnification and Responsibility for Damage**

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence of the City of Lodi or its officers or agents.

**Section 4.4    No Personal Liability**

Neither the City Council, nor any other officer or authorized assistant or agent or City employee shall be personally responsible for any liability arising under this Agreement.

**Section 4.5    Responsibility of CITY**

CITY shall not be held responsible for the care or protection of any material or parts of the work described in the Scope of Services prior to final acceptance by CITY, except as expressly provided herein.

**Section 4.6    Insurance Requirements for CONTRACTOR**

CONTRACTOR shall take out and maintain during the life of this Agreement, insurance coverage as set forth in Exhibit C attached hereto and incorporated by this reference.

#### **Section 4.7 Successors and Assigns**

CITY and CONTRACTOR each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

#### **Section 4.8 Notices**

Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

To CITY: City of Lodi  
221 West Pine Street  
P.O. Box 3006  
Lodi, CA 95241-1910  
Attn: Wally Sandelin, Public Works Director

To CONTRACTOR: RuggedCom  
300 Applewood Cres.  
Concord, Ontario, Canada L4K 5C7

#### **Section 4.9 Cooperation of CITY**

CITY shall cooperate fully and in a timely manner in providing relevant information it has at its disposal relevant to the Scope of Services.

#### **Section 4.10 CONTRACTOR is Not an Employee of CITY**

CONTRACTOR agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent contractor for and on behalf of CITY and not an employee of CITY. CITY shall not direct the work and means for accomplishment of the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

#### **Section 4.11 Termination**

CITY may terminate this Agreement, with or without cause, by giving CONTRACTOR at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase.



Upon termination, CONTRACTOR shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONTRACTOR shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONTRACTOR with third parties in reliance upon this Agreement.

**Section 4.12 Confidentiality**

CONTRACTOR agrees to maintain confidentiality of all work and work products produced under this Agreement, except to the extent otherwise required by law or permitted in writing by CITY. CITY agrees to maintain confidentiality of any documents owned by CONTRACTOR and clearly marked by CONTRACTOR as "Confidential" or "Proprietary", except to the extent otherwise required by law or permitted in writing by CONTRACTOR. CONTRACTOR acknowledges that CITY is subject to the California Public Records Act.

**Section 4.13 Applicable Law, Jurisdiction, Severability, and Attorney's Fees**

This Agreement shall be governed by the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be venued with the San Joaquin County Superior Court. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in force and effect. In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the San Joaquin County Superior Court.

**Section 4.14 City Business License Requirement**

CONTRACTOR acknowledges that Lodi Municipal Code Section 3.01.020 requires CONTRACTOR to have a city business license and CONTRACTOR agrees to secure such license and pay the appropriate fees prior to performing any work hereunder.

**Section 4.15 Captions**

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent hereunder.

**Section 4.16 Integration and Modification**

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

**Section 4.17 Contract Terms Prevail**

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

**Section 4.18 Severability**

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

**Section 4.19 Ownership of Documents**

All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of CITY. Upon CITY's request, CONTRACTOR shall allow CITY to inspect all such documents during CONTRACTOR's regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONTRACTOR to CITY within ten (10) calendar days.

CITY agrees to indemnify, defend and hold CONTRACTOR harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were intended.

**Section 4.20 Authority**

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

**Section 4.21 Federal Transit Funding Conditions**

☐ If the box at left is checked, the Federal Transit Funding conditions attached as Exhibit        apply to this contract. In the event of a conflict between the terms of this contract or any of its other exhibits, and the Federal Transit Funding Conditions, the Federal Transit Funding Conditions will control.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement as of the date first above written.

CITY OF LODI, a municipal corporation

ATTEST:

\_\_\_\_\_  
RANDI JOHL  
City Clerk

\_\_\_\_\_  
KONRADT BARTLAM, City Manager

APPROVED AS TO FORM:  
D. STEPHEN SCHWABAUER, City Attorney  
JANICE D. MAGDICH, Deputy City Attorney

CONTRACTOR: RuggedCom

By: \_\_\_\_\_  


By: \_\_\_\_\_  
Name:  
Title:

**Attachments:**  
**Exhibit A – Scope of Services**  
**Exhibit B – Fee Proposal**  
**Exhibit C – Insurance Requirements**

**Funding Source:** 161000, 181013  
(Business Unit & Account No.)

Doc ID: Projects\Water\Meters\FixedNetwork\RuggedCom PSA

CA:rev.01.2012



300 Applewood Cres.  
Concord, Ontario, Canada L4K 5C7  
Tel: +1-905-856-5288; Fax: +1-905-856-1995  
Toll Free: 1-888-264-0006  
[www.RuggedCom.com](http://www.RuggedCom.com)

---

## Proposed Action Plan for RuggedMAX 3.65 GHz Radio Backhaul Network City of Lodi, CA

The purpose of this document is to outline RuggedCom's recommended action plan for the City of Lodi, RuggedCom, and Itron, to ensure the successful deployment of the RuggedMAX wireless AMI backhaul system.

1. A conference call between RuggedCom, Itron, to clearly define the data requirements of the Itron AMI system to be carried by the RuggedMAX radio backhaul network.

RuggedCom already initiated this action.

The Conference call was held on Monday, July 9, 2012. Participants in the call were:

- RuggedCom – David Brighton, Mike Dalton, Sajed Saeed, James Magolske (Honn Co)
- Itron – Joe Kelly, Nicholas Marinella

The system requirements were discussed and the latest information has been provided to RuggedCom by Itron.

This task is now completed.

2. Undertake a complete site survey of existing and alternative Base Station (BST) locations and Subscriber (CPE / End Point) locations to verify the environmental conditions and test the signal capabilities for the proposed radio deployment. A Site Survey Report will be produced as a result of the field work.

This is a fee based service and could be provided by either RuggedCom Professional Services (see attached Quotation), or a third party contractor.

3. The performance of a complete Radio Frequency (RF) Plan for the proposed RuggedMAX system deployment, including all (existing, proposed, and alternative) Base Station (BST) locations and Subscriber (CPE / End Point) locations. This would include a coverage analysis and these deliverables:
  - RF coverage maps
  - A document showing expected Receive Signal Strength Indication (RSSI), modulation, and data rate at the CPE locations
  - Frequency planning to reduce interference

This is a fee based service and could be provided by either RuggedCom Professional Services (see attached quotation), or a third party contractor.



300 Applewood Cres.  
Concord, Ontario, Canada L4K 5C7  
Tel: +1-905-856-5288; Fax: +1-905-856-1995  
Toll Free: 1-888-264-0006  
[www.RuggedCom.com](http://www.RuggedCom.com)

---

4. An Overall RuggedMAX System Design which includes definitions of VLAN and IP parameters for each device supplied by RuggedCom. Also included would be the Layer 2 Traffic Flow configuration for the Base Station(s) and the CPE. Complete System Design Documentation will be produced and delivered to the City of Lodi.

This is a fee based service and could be provided by either RuggedCom Professional Services (see attached Quotation), or a third party contractor.

5. Review of RuggedMAX equipment required by the Overall System Design for successful system deployment, including any additional RuggedMAX equipment needed to meet the design plan.

This is a function that RuggedCom will provide at no additional fee.

6. It is expected that the planning and design work will result in additional equipment (RuggedMAX and other non-RuggedCom items) being required to meet the needs of the system.

Any additional equipment required to meet the RF Plan and Design will be the responsibility of the City of Lodi.

7. Deployment of the RuggedMAX system according to the RF Plan and Design. This would encompass the deployment of the RuggedMAX hardware, including any changes to the existing equipment on the system (i.e. BST or CPE locations), the addition of new RuggedMAX equipment, and any required changes to the supporting infrastructure (poles, arms, guy wires, network components, Itron devices, etc.) to support the successful deployment of the system to ensure the optimal operation of the RuggedMAX backhaul network.

This is work that could be provided by either the City of Lodi, or a third party contractor.

8. Provide On-Site Commissioning and Installation Assistance. The scope of this work includes:
  - Ensuring the proper installation of the RuggedMAX equipment
  - Commission and tune the configuration for the RuggedMAX devices for optimization of the system to achieve maximum results
  - Perform connectivity testing of the RuggedMAX products and record all results

This is a fee based service and could be provided by either RuggedCom Professional Services (see attached Quotation), or a third party contractor.

9. Provide a Final Commissioning Report which includes:
  - Final, as-built system design drawings



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Toll Free: 1-888-264-0006  
[www.RuggedCom.com](http://www.RuggedCom.com)

- 
- Final system performance results

This is a fee based service and could be provided by either RuggedCom Professional Services (see attached Quotation), or a third party contractor.

10. Provide RuggedMAX On-Site Customized Training for the City of Lodi which includes:
- 3 days of on-site training for up to 6 participants
  - All training materials for up to 6 participants
  - All training material shipping costs and the RuggedMAX instructor's travel costs plus daily expenses.

This is a fee based service and will be provided by RuggedCom Professional Services (see attached quotation).

The City of Lodi is to provide the training facility including whiteboard, flip charts, and projector.

These are the action steps that RuggedCom feels are necessary to ensure the successful deployment and use of the RuggedMAX 3.65 GHz radio network that the City of Lodi has purchased for their AMI backhaul network.

It should be understood that if RuggedCom is chosen as the provider of these proposed services, and our recommendations are followed, then we are fully responsible for the performance of the RuggedMAX system; otherwise, we are not able to guarantee the overall performance of the system.

I look forward to our August 1<sup>st</sup> meeting to discuss our plans further.

Respectfully Submitted,

***David Brighton***

Senior Regional Sales Manager  
Western US Utilities  
RuggedCom, Inc.  
Office: 623-533-6398  
Mobile: 602-300-3828  
EFax: 623-321-1008  
[davidbrighton@ruggedcom.com](mailto:davidbrighton@ruggedcom.com)



---

## **RUGGEDCOM SERVICES & SUPPORT QUOTATION**

**Re: City of Lodi  
Doc: Full Services Scope**

**Regional Sales Director: David Brighton**  
- Rev. 0 - Dated: July 06, 2012-

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The Purchase Order (PO) document can be sent:

By Fax: "+1-905-482-2168

By Email: "RuggedOrders@ruggedcom.com" (as an attachment)

Please CC your Regional Sales Manager

If you have questions or problems sending your PO, please contact your regional Sales Manager or call +1-905-482-9906 ext 1900

**RuggedCom Inc.**  
300 Applewood Cres. (unit1), Concord, Ontario, L4K5C7, Canada Tel: (905) 482-9906 Fax: (905) 482-2156  
Technical Support: 1-866-922-7975/ 1-954-922-7975

Confidential – This document contains information of a confidential and/or proprietary nature. Neither this document or any information contained herein, may be reproduced, or disclosed to or for the benefit of any other person or entity without the express written consent of RuggedCom Inc.



## 1.0 Services Quote

The quote is based on the following outlined. Anything extending beyond the scope will be quoted as additional at time of request and the quote will be revised accordingly.

| IMPLEMENTATION OF A BROADBAND WIRELESS ACCESS SYSTEM - CITY OF LODI SERVICES PRICES |                         |  |            |     |                |
|---|-------------------------|--|------------|-----|----------------|
| Function  | Part #                  | Description  | Unit Price | QTY | Extended Price |
| INCLUDES POTENTIALLY 2 BASE STATION SITES - AND 4 CPEs                              |                         |  |            |     |                |
| ENGINEERING SERVICES  |                         |  |            |     |                |
| Network Consulting  | SRV-CONSULTING          | <b>Overall System Design</b><br>The scope includes definition of VLAN and IP parameters for each device supplied by RuggedCom. The Scope will include:<br>• Layer 2 Traffic flows configuration for the Base Station and the CPEs.<br><b>Assumptions:</b><br>• Client in the City of Lodi need to supply an IP plan RuggedCom can use in the design.<br>• RuggedCom will provide a softcopy of the design documents.   | \$4,000.00 | 1   | \$4,000.00     |
| RF Planning   | SRV-RF PLANNING - WIMAX | <b>Radio Frequency Planning</b><br>The scope will include RF planning Coverage analysis; the analysis will produce the following deliverables:<br>• Coverage Maps.<br>• A document showing expected Received Signal Strength, modulation, and data rate at the CPE locations.<br>• Frequency planning to reduce interferences.<br><b>RF Planning Assumptions</b><br>• The RF Planning will be performed after a comprehensive site visit is performed and quoted in the On-Site Services Section.<br>• CityScapes HD - 15 meters Geodata with Clutter Heights included are included. | \$4,900.00 | 1   | \$4,900.00     |
| ENGINEERING SERVICES SUB-TOTAL  |                         |  | \$8,900.00 |     |                |
| ON-SITE SERVICES  |                         |  |            |     |                |
| Site Survey   | SRV-CONSULTING          | <b>Site Survey</b><br>The scope will include a site visit to all the preselected sites for base stations and CPEs. Where a Proper assessment of the Environmental conditions will take place.<br>A maximum of Two (2) Days on Site has been considered.  | \$4,900.00 | 1   | \$4,900.00     |



| IMPLEMENTATION OF A BROADBAND WIRELESS ACCESS SYSTEM - CITY OF LODI SERVICES PRICES |                          |   |             |     |                |
|---|--------------------------|---|-------------|-----|----------------|
| Function  | Part #                   | Description   | Unit Price  | QTY | Extended Price |
| Site Survey Report  | SRV-CONSULTING           | Site Survey Report  | \$1,500.00  | 1   | \$1,500.00     |
| Commissioning   | SRV-CONSULTING           | <u><b>On-Site Commissioning &amp; Installation Assistance</b></u><br>The Scope for this work includes: <ul style="list-style-type: none"><li>• Ensure proper installation of the equipment.</li><li>• Commission and tune configuration for Ruggedcom supplied hardware.</li><li>• Perform connectivity testing of the products and record all results.</li></ul> <u><b>On-Site Commissioning Assumptions</b></u> <ul style="list-style-type: none"><li>• A Maximum of 3 Days on Site is Considered</li><li>• All site access, security and safety requirement are by the client or a client representative.</li><li>• Union workers are not required during the on-site commissioning.</li></ul> | \$9,400.00  | 1   | \$9,400.00     |
| Final Report  | SRV-CONSULTING           | <u><b>Final Commissioning Report which includes:</b></u><br>Adjust the system design drawings and produce final As-built documentation to include the results.  | \$2,000.00  | 1   | \$2,000.00     |
| ON-SITE SERVICES SUB-TOTAL  |                          |   | \$17,800.00 |     |                |
| TRAINING SERVICES   |                          |   |             |     |                |
| RuggedMAX™ WiMAX  | SRV-TRAIN-CUSTOM - WIMAX | <u><b>One WiMAX Standard Corporate Training Sessions</b></u> each session is for Six (6) Participants for a period of Three Days. Training includes the supply of all the training material and will be conducted in Lodi, CA, USA.<br>Client is provide the training facility including White Board, Flip Charts and projector.<br>Price Includes Training Kit Shipping and Travel Expenses of the trainer.  | \$11,600.00 | 1   | \$11,600.00    |
| TRAINING SERVICES SUB-TOTAL   |                          |   | \$11,600.00 |     |                |
| CITY OF LODI PROJECT - SERVICES TOTAL   |                          |   | \$38,300.00 |     |                |

**Notes:**

- 1) All Prices are in USD, and valid for 30 days;
- 2) Client is to provide all required permissions to access sites, and mounting structures;
- 3) Client is to supply the GEODATA "CityScape HD15 Meter Resolution Required for the RF Planning Specification the price of which is estimated at 900.00 USD; and
- 4) Prices does not take into account any delays caused by any party other than RuggedCom;



**Insurance Requirements for Contractor** The Contractor shall take out and maintain during the life of this contract, insurance coverage as listed below. These insurance policies shall protect the Contractor and any subcontractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from Contractor's operations under this contract, whether such operations be by Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

- |   |  |
|---|--|
| 1. <u>COMPREHENSIVE GENERAL LIABILITY</u> | 2. <u>COMPREHENSIVE AUTOMOBILE LIABILITY</u>   |
| \$1,000,000 Ea. Occurrence                | \$1,000,000 Bodily Injury - Ea. Person<br>\$1,000,000 Bodily Injury - Ea. Occurrence |
| \$2,000,000 Aggregate                     | \$1,000,000 Property Damage - Ea. Occurrence   |

NOTE: Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

NOTE: (1) The street address of the CITY OF LODI must be shown along with (a) and (b) above: 221 West Pine Street, Lodi, California, 95241-1910; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

A copy of the certificate of insurance with the following endorsements shall be furnished to the City:

- (a) Additional Named Insured Endorsement  
Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees, and Volunteers as additional named insureds.  
  
(This endorsement shall be on a form furnished to the City and shall be included with Contractor's policies.)
- (b) Primary Insurance Endorsement  
Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.
- (c) Completed Operations Endorsement  
A certificate of insurance with a Completed Operations Endorsement, CG 20 37 07 04, will be provided to the City of Lodi during construction and for three years after acceptance of project.
- (d) Severability of Interest Clause  
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.
- (e) Notice of Cancellation or Change in Coverage Endorsement  
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240.

**Compensation Insurance** The Contractor shall take out and maintain during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of the project and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240. A Waiver of Subrogation against the City of Lodi is required.

NOTE: No contract agreement will be signed nor will any work begin on a project until the proper insurance certificate is received by the City.

2. JV# \_\_\_\_\_

|                                      |   |          |            |
|--------------------------------------|---|----------|------------|
| TO:                                  | Internal Services Dept. - Budget Division |          |            |
| 3. FROM:                             | Rebecca Areida-Yadav                      | 5. DATE: | 07/31/2012 |
| 4. DEPARTMENT/DIVISION: Public Works |   |          |            |

|                              | FUND # | BUS. UNIT # | ACCOUNT # | ACCOUNT TITLE        | AMOUNT       |
|------------------------------|--------|-------------|-----------|----------------------|--------------|
| A.<br>SOURCE OF<br>FINANCING | 161    |             | 3205      | Fund Balance         | \$ 40,000.00 |
|                              | 181    |             | 3205      | Fund Balance         | \$ 40,000.00 |
|                              |        |             |           |                      |              |
|                              |        |             |           |                      |              |
|                              |        |             |           |                      |              |
| B.<br>USE OF<br>FINANCING    | 161    | 161000      | 1825.1700 | Fixed Network System | \$ 40,000.00 |
|                              | 181    | 181013      | 1825.2300 | Fixed Network System | \$ 40,000.00 |
|                              |        |             |           |                      |              |
|                              |        |             |           |                      |              |
|                              |        |             |           |                      |              |

Contract with RuggedCom for fixed network radio backhaul design studies and appropriation for staff time on the project.

Department Head Signature: Stacy Lander

|   |      |
|---|------|
|   |      |
| Deputy City Manager/Internal Services Manager | Date |

Submit completed form to the Budget Division with any required documentation. Final approval will be provided in electronic copy format.

RESOLUTION NO. 2012-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING  
CITY MANAGER TO EXECUTE PROFESSIONAL SERVICES  
AGREEMENT FOR FIXED NETWORK RADIO BACKHAUL  
DESIGN STUDIES AND FURTHER APPROPRIATING FUNDS

=====

WHEREAS, on June 1, 2011, City Council approved purchases of software and fixed network engineering design services for the installation of a fixed network that would automatically read the electric and water meters installed or being installed throughout the City. The installation of this software and equipment has essentially been completed; and

WHEREAS, on October 5, 2011, City Council approved the professional services contract with Vertex Business Services Holdings, LLC, of Bend, Oregon, for the design of customer interfaces with the City's Customer Information System. This work has essentially been completed; and

WHEREAS, initial testing of the automatic meter reading system has revealed that additional design work is required for the radio backhaul. The design services to be provided include completion of a site survey of specific environmental conditions at each base station location, preparation of a radio frequency and coverage plan, identification of additional equipment required to implement the design plan, assisting with the on-site commissioning and installation of equipment, completion of a final commissioning plan, and provision of on-site customized training for City staff; and

WHEREAS, staff recommends the additional design work be provided by RuggedCom, of Concord, Ontario, and that an appropriation of \$80,000 be made to cover added costs for staff services associated with delivery of the automatic meter reading system.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a Professional Services Agreement for Fixed Network Radio Backhaul Design Studies with RuggedCom, of Concord, Ontario, in the amount of \$38,300; and

BE IT FURTHER RESOLVED that funds in the amount of \$80,000 be appropriated from the Electric Utility Fund and the Water Utility Fund.

Dated: August 15, 2012

=====

I hereby certify that Resolution No. 2012-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 15, 2012, by the following vote:

AYES: COUNCIL MEMBERS –  
NOES: COUNCIL MEMBERS –  
ABSENT: COUNCIL MEMBERS –  
ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL  
City Clerk



## CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution Authorizing the City Manager to Execute a Professional Services Agreement for the Purchase and Installation of a New Voicemail System with AdvanTel Networks, of Sacramento (\$46,767), and Appropriating Funds (\$36,450)

**MEETING DATE:** August 15, 2012

**PREPARED BY:** Information Systems Manager

---

**RECOMMENDED ACTION:** Adopt resolution authorizing the City Manager to execute a Professional Services Agreement for the purchase and installation of a new voicemail system with AdvanTel Networks, of Sacramento, in the amount of \$46,76 and appropriating funds in the amount of \$36,450.

**BACKGROUND INFORMATION:** The City initially purchased an Octel voice messaging system in 1991, as part of an extensive, overall telephone system upgrade. Since the City had outgrown the 1991 model and it was non-Y2K compliant, the City purchased an upgrade to the system in 1999.

The City relies on a working voice messaging system to answer calls, record and store messages, create "decision trees," and route calls to users. Absent a voicemail system, the City would need to staff phones or recreate a "switchboard operator" position.

Today, the City finds itself in a similar position with a voice messaging system that is virtually unsupportable. The manufacturer no longer sells support, or makes spare parts, for the City's current Octel system. The City's current support contract expired July 1, 2012, and the vendor has informed us that it will not renew coverage.

In addition to replacing the unsupported system with one where support can be purchased, there are definite advantages to moving to a more modern technology. The new system affords the City an opportunity to take advantage of features such as the ability to receive and respond to messages on any device, Smartphone device integration, instant messaging, call control, fax and click-to-dial. The new system can also be "virtualized" for redundancy and high-availability.

The City issued a Request for Proposals on June 25, 2012 for the replacement of the current Octel system. Four responses were received.

| Vendor     | Proposed System        | 3-Year Cost of Ownership |
|------------|------------------------|--------------------------|
| AdvanTel   | ESNA Office LinX       | \$46,766.59              |
| NACR       | ESNA Office LinX       | \$52,794.67              |
| AMS.NET    | Cisco Unity Connection | \$72,632.01              |
| NetVersant | AVST-Partner           | \$81,548.79              |

---

APPROVED: \_\_\_\_\_  
Konradt Bartlam, City Manager

Staff recommends that Council award the voicemail system replacement contract to AdvanTel Networks as the lowest cost, most responsive, responsible vendor of those who submitted a proposal. The contract price includes installation and implementation of the ESNA voicemail system, and support for the first three years.

**FISCAL IMPACT:** The current voicemail system is unsupported and must be replaced. Estimated cost for replacement is just below \$50,000. Cost of the replacement system will be allocated to various funds based upon the ratio of phones in each.

**FUNDING:** Funding to be provided as follows:

| <b>Fund</b>                        | <b>Amount</b> |
|------------------------------------|---------------|
| General Fund Capital Outlay (1211) | \$36,450      |
| Electric Utility (160)             | \$5,600       |
| Streets Administration (3215011)   | \$740         |
| Wastewater Administration (170401) | \$2,970       |
| Water Administration (180451)      | \$2,970       |
| Fleet Services (260561)            | \$740         |
| Transit Administration (125053)    | \$530         |

An appropriation adjustment form is attached for the General Fund Capital Outlay. Costs to other funds will be absorbed within existing appropriations.

---

Jordan Ayers  
Deputy City Manager/Internal Services Director

Attachment

Prepared by: Steve Mann, Information Systems Manager

## **AGREEMENT FOR PROFESSIONAL SERVICES**

### **ARTICLE 1 PARTIES AND PURPOSE**

#### **Section 1.1 Parties**

THIS AGREEMENT is entered into on August 15, 2012, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and AdvanTel Networks (hereinafter "CONTRACTOR").

#### **Section 1.2 Purpose**

CITY selected the CONTRACTOR to provide the services required in accordance with attached Scope of Services, Exhibit A, attached and incorporated by this reference.

CITY wishes to enter into an agreement with CONTRACTOR for Voicemail System Replacement (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

### **ARTICLE 2 SCOPE OF SERVICES**

#### **Section 2.1 Scope of Services**

CONTRACTOR, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A.

#### **Section 2.2 Time For Commencement and Completion of Work**

CONTRACTOR shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY or on the date set forth in Section 2.6, whichever occurs first, and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONTRACTOR shall submit to CITY such reports, diagrams, drawings and other work products as may be designated in the Scope of Services.

CONTRACTOR shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be

counted against CONTRACTOR's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONTRACTOR shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

**Section 2.3 Meetings**

CONTRACTOR shall attend meetings as may be set forth in the Scope of Services.

**Section 2.4 Staffing**

CONTRACTOR acknowledges that CITY has relied on CONTRACTOR's capabilities and on the qualifications of CONTRACTOR's principals and staff as identified in its proposal to CITY. The Scope of Services shall be performed by CONTRACTOR, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONTRACTOR of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel at CITY's sole discretion and shall be notified by CONTRACTOR of any changes of CONTRACTOR's project staff prior to any change.

CONTRACTOR represents it is prepared to and can perform all services within the Scope of Services (Exhibit A) and is prepared to and can perform all services specified therein. CONTRACTOR represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONTRACTOR to practice its profession, and that CONTRACTOR shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

**Section 2.5 Subcontracts**

Unless prior written approval of CITY is obtained, CONTRACTOR shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement.

**Section 2.6 Term**

The term of this Agreement commences on August 15, 2012 and terminates upon the completion of the Scope of Services or on December 31, 2015, whichever occurs first.



## **ARTICLE 3** **COMPENSATION**

### **Section 3.1   Compensation**

CONTRACTOR's compensation for all work under this Agreement shall conform to the provisions of the Fee Proposal, attached hereto as Exhibit B and incorporated by this reference.

CONTRACTOR shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

### **Section 3.2   Method of Payment**

CONTRACTOR shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONTRACTOR's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal.

### **Section 3.3   Costs**

The Fee Proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in advanced and in writing, by CITY.

### **Section 3.4   Auditing**

CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under this Agreement. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

**ARTICLE 4**  
**MISCELLANEOUS PROVISIONS**

**Section 4.1 Nondiscrimination**

In performing services under this Agreement, CONTRACTOR shall not discriminate in the employment of its employees or in the engagement of any sub CONTRACTOR on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

**Section 4.2 ADA Compliance**

In performing services under this Agreement, CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

**Section 4.3 Indemnification and Responsibility for Damage**

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence of the City of Lodi or its officers or agents.

**Section 4.4 No Personal Liability**

Neither the City Council, nor any other officer or authorized assistant or agent or City employee shall be personally responsible for any liability arising under this Agreement.

**Section 4.5 Responsibility of CITY**

CITY shall not be held responsible for the care or protection of any material or parts of the work described in the Scope of Services prior to final acceptance by CITY, except as expressly provided herein.

**Section 4.6 Insurance Requirements for CONTRACTOR**

CONTRACTOR shall take out and maintain during the life of this Agreement, insurance coverage as set forth in Exhibit C attached hereto and incorporated by this reference.

**Section 4.7 Successors and Assigns**

CITY and CONTRACTOR each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

**Section 4.8 Notices**

Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

To CITY:                      City of Lodi  
                                     221 West Pine Street  
                                     P.O. Box 3006  
                                     Lodi, CA 95241-1910  
                                     Attn:

To CONTRACTOR:      AdvanTel Networks  
                                     3265 Ramos Circle  
                                     Sacramento, CA 95827

**Section 4.9 Cooperation of CITY**

CITY shall cooperate fully and in a timely manner in providing relevant information it has at its disposal relevant to the Scope of Services.

**Section 4.10 CONTRACTOR is Not an Employee of CITY**

CONTRACTOR agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent contractor for and on behalf of CITY and not an employee of CITY. CITY shall not direct the work and means for accomplishment of the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

**Section 4.11 Termination**

CITY may terminate this Agreement, with or without cause, by giving CONTRACTOR at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase.

Upon termination, CONTRACTOR shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONTRACTOR shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONTRACTOR with third parties in reliance upon this Agreement.

**Section 4.12 Confidentiality**

CONTRACTOR agrees to maintain confidentiality of all work and work products produced under this Agreement, except to the extent otherwise required by law or permitted in writing by CITY. CITY agrees to maintain confidentiality of any documents owned by CONTRACTOR and clearly marked by CONTRACTOR as "Confidential" or "Proprietary", except to the extent otherwise required by law or permitted in writing by CONTRACTOR. CONTRACTOR acknowledges that CITY is subject to the California Public Records Act.

**Section 4.13 Applicable Law, Jurisdiction, Severability, and Attorney's Fees**

This Agreement shall be governed by the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be venued with the San Joaquin County Superior Court. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in force and effect. In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the San Joaquin County Superior Court.

**Section 4.14 City Business License Requirement**

CONTRACTOR acknowledges that Lodi Municipal Code Section 3.01.020 requires CONTRACTOR to have a city business license and CONTRACTOR agrees to secure such license and pay the appropriate fees prior to performing any work hereunder.

**Section 4.15 Captions**

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent hereunder.

**Section 4.16 Integration and Modification**

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

**Section 4.17 Contract Terms Prevail**

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

**Section 4.18 Severability**

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

**Section 4.19 Ownership of Documents**

All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of CITY. Upon CITY's request, CONTRACTOR shall allow CITY to inspect all such documents during CONTRACTOR's regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONTRACTOR to CITY within ten (10) calendar days.

CITY agrees to indemnify, defend and hold CONTRACTOR harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were intended.

**Section 4.20 Authority**

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

**Section 4.21 Federal Transit Funding Conditions**

☐ If the box at left is checked, the Federal Transit Funding conditions attached as Exhibit            apply to this contract. In the event of a conflict between the terms of this contract or any of its other exhibits, and the Federal Transit Funding Conditions, the Federal Transit Funding Conditions will control.

**IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement as of the date first above written.**

CITY OF LODI, a municipal corporation

ATTEST:

\_\_\_\_\_  
RANDI JOHL  
City Clerk

\_\_\_\_\_  
KONRADT BARTLAM, City Manager

APPROVED AS TO FORM:  
D. STEPHEN SCHWABAUER, City Attorney  
JANICE D. MAGDICH, Deputy City Attorney

CONTRACTOR: AdvanTel Networks

By: \_\_\_\_\_  


By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Attachments:**  
**Exhibit A – Scope of Services**  
**Exhibit B – Fee Proposal**  
**Exhibit C – Insurance Requirements**

**Funding Source:** \_\_\_\_\_  
(Business Unit & Account No.)

Doc ID:

CA:rev.01.2012

## EXHIBIT A- SCOPE OF SERVICES

Install and implement Esna Voicemail server, software and applications on customer provided rack. Includes basic messaging and administrative mailboxes up to a maximum of 20,000 mailboxes at no additional cost. Esna Bundle includes 50 UM - Unified Communications mailboxes with Presence Management capability. These licenses will not be deployed under terms of RFP but are available for deployment at customer will.

"Enterprise Edition 4 port base software Includes:

- 4 SIP Enabled voice processing ports (VOIP1001-01sw x4)
- 20,000 mailbox users with Standard Desktop capabilities
- 1 fax port for inbound & outbound faxing (1 session at a time per port)
- 1 TSE connection to IMAP server for Advanced Unified Messaging, including
- Basic and Advanced Messaging capabilities (SMTP and IMAP Pointers integration)
- 50 UC users (Includes desktop and advanced Unified Messaging/Precense capabilities)
- 2 ports of ASR (Speech Recognition) support with up to 500 names and 1 Language (English default)
- 2 ports of TTS
- 1 PBX integration
- 1 Company with IVR trees
- 2 Auto Attendant Languages (1 English default and 1 of choice)
- Fax to PDF conversion (on messages forwarded to e-mail)
- CTI Integration

Scalability:

- 1 to 8 Fax ports ports in a single server
- 9 to 64 Fax ports with the High Availability module
- 4 to 100 voice ports in a single server
- up to 800 voice ports with the High Availability module"

CUSTOMER TO PROVIDE SERVER, and will install on rack, configure per Esna specifications and connect to the network. Customer will provide a spreadsheet indicating the user name, extension or DID number, location and type of license to be applied. Customer will provide dial plan destinations and scripts plan for automated attendant applications. AdvanTel will install Esna software, program mailboxes per the spreadsheets, connect existing SIP Trunking from CS1000, provide project management, on site and remote techs, and 8 hours of administration and train the trainer.

## EXHIBIT B- FEE PROPOSAL

|   |             |
|---|-------------|
| 1 TOL8-0404-01SW Enterprise Edition 4 port base software  | \$ 6,998.75 |
| 20 TOL8-0288-01SW Adds 1 additional SIP voice port - maximum 800 ports<br>(Note: Above 100 ports require 5H.0A0 s services) | \$16,500.00 |
| 24 SUPP-HAY1-2596 FIRST AND 2ND YEAR SOFTWARE SUPPORT   | \$3,375.12  |

### **Summary:**

|                     |                    |
|---------------------|--------------------|
| Materials:          | \$26,873.87        |
| Implementation:     | \$10,910.00        |
| Sales Tax @ 7.750%: | \$ 2,082.72        |
| <b>Total:</b>       | <b>\$39,866.59</b> |

---

|   |             |
|---|-------------|
| Optional: 24 SUPP-HAY1-2596 3RD YEAR SOFTWARE SUPPORT | \$ 5,155.00 |
|---|-------------|



## EXHIBIT C INSURANCE REQUIREMENTS



**Insurance Requirements for Contractor** The Contractor shall take out and maintain during the life of this contract, insurance coverage as listed below. These insurance policies shall protect the Contractor and any subcontractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from Contractor's operations under this contract, whether such operations be by Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

- |  |   |
|--|---|
| 1. <b><u>COMPREHENSIVE GENERAL LIABILITY</u></b><br>\$1,000,000 Ea. Occurrence<br><br>\$2,000,000 Aggregate                        | 2. <b><u>COMPREHENSIVE AUTOMOBILE LIABILITY</u></b><br>\$1,000,000 Bodily Injury - Ea. Person<br>\$1,000,000 Bodily Injury - Ea. Occurrence<br>\$1,000,000 Property Damage - Ea. Occurrence |
| 3. <b><u>PROFESSIONAL ERRORS AND OMISSIONS</u></b><br>Not less than \$1,000,000 per Claim. Certificate of Insurance only required. |   |

**NOTE:** Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

**NOTE:** (1) The street address of the **CITY OF LODI** must be shown along with (a) and (b) above: 221 West Pine Street, Lodi, California, 95241-1910; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

A copy of the certificate of insurance with the following endorsements shall be furnished to the City:

- (a) **Additional Named Insured Endorsement**  
Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees, and Volunteers as additional named insureds.  
  
(This endorsement shall be on a form furnished to the City and shall be included with Contractor's policies.)
- (b) **Primary Insurance Endorsement**  
Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.
- (c) **Severability of Interest Clause**  
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.
- (d) **Notice of Cancellation or Change in Coverage Endorsement**  
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240.

**Compensation Insurance** The Contractor shall take out and maintain during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of the project and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. . A waiver of subrogation is required for workers compensation insurance. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written

notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240.

NOTE: No contract agreement will be signed nor will any work begin on a project until the proper insurance certificate is received by the City.

1. AA# \_\_\_\_\_  
2. JV# \_\_\_\_\_

**CITY OF LODI**  
**APPROPRIATION ADJUSTMENT REQUEST**

|                         |   |          |         |
|-------------------------|---|----------|---------|
| TO:                     | Internal Services Dept. - Budget Division |          |         |
| 3. FROM:                | Jordan Ayers                              | 5. DATE: | 8/15/12 |
| 4. DEPARTMENT/DIVISION: | Internal Services                         |          |         |

| 6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW |        |             |           |                              |              |
|--|--------|-------------|-----------|------------------------------|--------------|
|  | FUND # | BUS. UNIT # | ACCOUNT # | ACCOUNT TITLE                | AMOUNT       |
| A.<br>SOURCE OF<br>FINANCING                           | 1211   |             | 3205      | Fund Balance                 | \$ 36,450.00 |
|  |        |             |           |                              |              |
|  |        |             |           |                              |              |
|  |        |             |           |                              |              |
|  |        |             |           |                              |              |
| B.<br>USE OF<br>FINANCING                              | 1211   | 1211034     | 1820      | Voicemail Replacement - 2012 | \$ 36,450.00 |
|  |        |             |           |                              |              |
|  |        |             |           |                              |              |
|  |        |             |           |                              |              |
|  |        |             |           |                              |              |

**7. REQUEST IS MADE TO FUND THE FOLLOWING PROJECT NOT INCLUDED IN THE CURRENT BUDGET**

Please provide a description of the project, the total cost of the project, as well as justification for the requested adjustment. If you need more space, use an additional sheet and attach to this form.

**Provide appropriations for the General Fund portion of the voicemail replacement project. Total project cost of \$50,000 allocated \$36,450 to General Fund Capital Outlay, \$5,600 to Electric Utility, \$7,950 to Public Works functions.**

If Council has authorized the appropriation adjustment, complete the following:

Meeting Date: 8/15/12 Res No: \_\_\_\_\_ Attach copy of resolution to this form.

Department Head Signature: \_\_\_\_\_

**8. APPROVAL SIGNATURES**

Deputy City Manager/Internal Services Manager

Date

Submit completed form to the Budget Division with any required documentation.  
Final approval will be provided in electronic copy format.

RESOLUTION NO. 2012-\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
AUTHORIZING THE CITY MANAGER TO EXECUTE A  
PROFESSIONAL SERVICES AGREEMENT FOR THE  
PURCHASE AND INSTALLATION OF A NEW  
VOICEMAIL SYSTEM AND APPROPRIATING FUNDS

=====

WHEREAS, the City has come to rely on a working voice messaging system to answer calls, record and store messages, create "decision trees," and route calls; and

WHEREAS, the City's current voicemail system has been largely outgrown and is no longer supported by the manufacturer; and

WHEREAS, the City's current support contract expired July 1, 2012, and the vendor has informed the City that it will not renew coverage; and

WHEREAS, the City issued a request for proposals on June 25, 2012, for the replacement of the voicemail system and received the following four responses:

| Vendor     | Proposed System        | 3-Year Cost of Ownership |
|------------|------------------------|--------------------------|
| AdvanTel   | ESNA Office LinX       | \$46,766.59              |
| NACR       | ESNA Office LinX       | \$52,794.67              |
| AMS.NET    | Cisco Unity Connection | \$72,632.01              |
| NetVersant | AVST-Partner           | \$81,548.79              |

WHEREAS, staff recommends award of the voicemail system replacement contract to AdvanTel Networks, of Sacramento, California, as the lowest cost, most responsive, responsible vendor. The contract price includes installation and implementation of the voicemail system and support for the first three years.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a Professional Services Agreement with AdvanTel Networks, of Sacramento, California, for the purchase and installation of a new voicemail system in the amount of \$46,766.59; and

BE IT FURTHER RESOLVED that funds in the amount of \$36,450 be appropriated in the General Fund Capital Outlay Fund for this purchase.

Date: August 15, 2012

=====

I hereby certify that Resolution No. 2012-\_\_\_\_ was passed and adopted by the Lodi City Council in a regular meeting held August 15, 2012, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL  
City Clerk

2012-\_\_\_\_\_



## **CITY OF LODI COUNCIL COMMUNICATION**

**AGENDA TITLE:** Adopt Resolution Approving Human Resources Manager and Designees, Authorization to Access Summary Criminal History Information for Employment Purposes at the State and Federal Level

**MEETING DATE:** August 15, 2012

**PREPARED BY:** Human Resources Manager

---

**RECOMMENDED ACTION:** Adopt a resolution approving Human Resources Manager and designees, authorization to access summary criminal history information for employment purposes at the state and federal level.

**BACKGROUND INFORMATION:** Currently, the City of Lodi Human Resources Manager and staff provide criminal background checks (fingerprinting/Live Scan reports) at a state level for the city's prospective employees, volunteers and contract employees. The Human Resources Division has received a request from Lodi's transit staff to provide criminal background checks at a state and federal level for all positions performing safety sensitive functions.

The City of Lodi has general liability and physical damage insurance coverage on all City-owned transit vehicles under the California Transit Indemnity Pool (CalTIP), a self-insured Joint Powers Authority. CalTIP has adopted various policies and procedures to reduce loss to its members including that all CalTIP members provide criminal background checks at a state and federal level for all positions performing safety sensitive functions. Safety sensitive functions include positions that operate revenue service vehicles, control dispatch or movement of a revenue service vehicle, and maintain/repair a revenue service vehicle. Evidence has shown that the lack of conducting criminal background checks at this national level may lead to the employment of individuals with past criminal history, indirectly or directly affecting the City's transit operations.

Penal Code Sections 11105 (b)(11) and 13300 (b)(11) require city governing boards adopt the attached resolution specifically authorizing access to summary criminal history information for employment purposes (including volunteers and contract employees). Staff recommends Council adopt the attached resolution to comply with the above mentioned penal codes and for the Human Resources Manager and designees to continue receiving criminal history information. Upon approval by City Council, staff will begin fingerprinting all contract and city employees providing safety sensitive functions to comply with CalTIP's requirements.

**FISCAL IMPACT:** \$2,000.00

**FUNDING AVAILABLE:** Transit Operations funds will be utilized to fund criminal background checks for transit-related positions (1250).

---

**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager

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Jordan Ayers  
Deputy City Manager/Internal Services Manager

Prepared by Paula Fernandez, Transportation Manager/Senior Traffic Engineer

Attachments

cc: Transportation Manager/Senior Traffic Engineer

RESOLUTION NO. 2012-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
APPROVING HUMAN RESOURCES MANAGER AND  
DESIGNEES AUTHORIZATION TO ACCESS SUMMARY  
CRIMINAL HISTORY INFORMATION FOR EMPLOYMENT  
PURPOSES AT A STATE AND FEDERAL LEVEL

=====

WHEREAS, Penal Code Sections 11105(b)(11) and 13300(b)(11) authorize cities, counties, districts, and joint powers authorities to access state and local summary criminal history information for employment purposes; and

WHEREAS, Penal Code Section 11105(b)(11) authorizes cities, counties, districts, and joint powers authorities to access federal level criminal history information by transmitting fingerprint images and related information to the Department of Justice to be transmitted to the Federal Bureau of Investigation; and

WHEREAS, Penal Code Sections 11105(b)(11) and 13300(b)(11) require that there be a requirement or exclusion from employment based on specific criminal conduct on the part of the subject of the record; and

WHEREAS, Penal Code Sections 11105(b)(11) and 13300(b)(11) require the City Council authority to specifically authorize access to summary criminal history information for employment purposes.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City of Lodi Human Resources Manager, City Attorney, Deputy City Attorney, and designees to access state and federal level summary criminal history information for employment (including volunteers and contract employees) and may not disseminate the information to a private entity.

Dated: August 15, 2012

=====

I hereby certify that Resolution No. 2012-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 15, 2012, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL  
City Clerk

2012-\_\_\_\_\_



## **CITY OF LODI COUNCIL COMMUNICATION**

TM

**AGENDA TITLE:** Consider Notice of Cost to Grant Two Years Additional Service Credit Under Government Code Section 20903.

**MEETING DATE:** August 15, 2012

**SUBMITTED BY:** Human Resources Manager

---

**RECOMMENDED ACTION:** Consider notice of cost to grant two years additional service credit Government Code Section 20903.

**BACKGROUND INFORMATION:** The CalPERS two-year additional service credit program, as established under California Government Code Section 20903, allows the City (as part of a budget reduction process) to offer a retirement incentive of two years service credit to employees. The current PERS contract allows the City, with Council approval, to offer the program to all employees.

The specific resolution would limit the two-year additional service credit incentive to the following classifications: Administrative Secretary (Fire), Electrical Technician (EUD), Parks Maintenance Worker III (PRCS), and Library Services Manager (Library).

The program requires that participating employees be at least 50 years of age, have five years of service credit with PERS, and retire within a specified period of time as identified by the City. The intended effect of offering this incentive is an overall reduction in the workforce.

Government Code Section 7507 requires that the costs to provide this benefit as stated in Attachment A be made public at a public meeting at least two weeks prior to the adoption of the resolution. This communication serves as that public notice.

As stated earlier, the cost of the program must be made public for a minimum of two weeks. At the September 19, 2012 Council meeting, staff will present the resolution adopting the two years service credit purchase for those employees who will be offered this retirement option.

**FISCAL IMPACT:** The cost of this benefit will be amortized over 20 years and included in the City's CalPERS employer contribution rate beginning in FY 2013/2014.

**FUNDING AVAILABLE:** Not applicable.

---

Jordan Ayers, Deputy City Manager/Internal Services Director

Attachment

---

**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager



**TWO YEARS ADDITIONAL SERVICE CREDIT  
Section 20903**

ATTACHMENT A

**Estimated Employer Cost**

| <b>Classification</b>        | <b>Name</b>     | <b>Annual<br/>Pay Rate</b> | <b>Cost<br/>Factor</b> | <b>PRSA*<br/>Yes or No</b> | <b>No<br/>PRSA</b> | <b>COLA<br/>3%, 4%, 5%</b> | <b>Additional Employer<br/>Contributions</b> |
|------------------------------|-----------------|----------------------------|------------------------|----------------------------|--------------------|----------------------------|--|
| Administrative Secretary     | Linda Hoover    | \$ 49,800.81               | 0.56                   | Yes                        |                    | No                         | \$ 27,888.45                                 |
| Electrical Technician        | Nestor Ty       | \$ 84,793.28               | 0.47                   | Yes                        |                    | No                         | \$ 39,852.84                                 |
| Parks Maintenance Worker III | Dan Tarnasky    | \$ 46,313.70               | 0.56                   | Yes                        |                    | No                         | \$ 25,935.67                                 |
| Library Services Manager     | Andrea Woodruff | \$ 78,899.45               | 0.53                   | Yes                        |                    | No                         | \$ 41,816.71                                 |
| <b>Cost:</b>                 |                 |                            |                        |                            |                    |                            | <b>\$ 168,200.79</b>                         |

**Salary Savings: \$ 329,396.85**

\*PRSA - Post Retirement Survivor Allowance

Estimated Increase in Employer Contribution: 0.00062263  
(Based on \$20,403,755 annual payroll for Misc. & Fire)

**Actual Annual Cost: \$ 12,498.89**



TM

## **CITY OF LODI COUNCIL COMMUNICATION**

**AGENDA TITLE:** Adopt Resolution Approving Police Department Budget Adjustment (\$192,122) for Fiscal Year 2012/13

**MEETING DATE:** August 15, 2012

**PREPARED BY:** Chief of Police

---

**RECOMMENDED ACTION:** Adopt resolution approving Police Department budget adjustment (\$192,122) for Fiscal Year 2012/13.

**BACKGROUND INFORMATION:** The Fiscal Year 2012/13 budget was adopted prior to ratification of the Memorandum of Understanding with the Police Officers Association of Lodi (POAL) and the Lodi Police Dispatchers Association (LPDA).

Savings from the new contracts with POAL (\$156,667) and LPDA (\$35,455) result in a benefit savings to the Police Department budget of \$192,122. It is requested that Council re-allocate funds made available through employee concessions savings in the following manner:

### **Police Officer Position**

Two police officer positions were unfunded in Fiscal Year 2011/12 due to increasing personnel costs and the one-year contract agreement ratified with the POAL. Funding for an additional police officer position was lost when the Fiscal Year 2012/13 budget was adopted. It is recommended that one police officer position be funded beginning January 1, 2013 through the remainder of Fiscal Year 2012/13. The police officer will be assigned to patrol. Total cost for one police officer for six months (\$63,000) plus the purchase of required safety equipment (\$2,000) for a total cost of \$65,000.

### **Part-Time Staff**

The Police Intern program was established in 2005 to assist police officers and police records staff. These positions were originally funded through the State COPS Grant and were eliminated when the funding was no longer available in FY 2011/12. Interns are highly trained individuals working towards a career in law enforcement. Police Interns work at the front desk taking counter and telephone reports, and assisting citizens with citation sign-offs. Interns working peak hours at the front desk eliminate the majority of calls for police officers to return to the lobby to assist citizens. Interns also provide clerical and customer service support for records staff as needed. Hourly wage is \$10.16 to \$13.00 per hour. Hours worked by Interns will be based on the needs of the organization and the funding available.

Staff recommends that a part-time Community Service Officer (CSO) be added to fill the position that was previously a full-time position. The CSO would be assigned to Crime Prevention and provide educational information and resources to members of the community. The Lodi Neighborhood Watch Program remains active, but staff has been unable to recruit new groups and provide updated information to

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APPROVED: \_\_\_\_\_  
Konradt Bartlam, City Manager

established programs. Lodi Business Watch now only has 12 members and is in desperate need of organization and revitalization. This staff member will also be responsible for website updates and social networking. Increasing communication and the distribution of information is a key factor in reducing crime in the community. Hourly wage for a CSO is \$20.68 to \$24.14 and hours worked will be based on department needs as well and part-time salary funding available.

For proposed part-time staffing (\$56,222) and uniforms/equipment (\$900) the total would be \$57,122. If approved, the recruitment and hiring process for the part-time positions will begin immediately.

#### **Vehicle Purchase**

An additional Lieutenant position was approved in FY 2012/13 budget and is designated as the Administrative Lieutenant. This position will be responsible for various administrative duties and requires frequent use of a police vehicle. It is recommended that \$16,000 be allocated to the department vehicle replacement fund to purchase an additional vehicle for the department fleet.

#### **Overtime**

An evaluation of department overtime allocation has been conducted to ensure the appropriate dollar amount has been designated to cover anticipated expenses. Changes were recently made in employee agreements regarding overtime pay. In addition, two police officer positions and one dispatcher position will remain unfunded for FY 2012/13, creating a staffing shortage in patrol, dispatch, and the jail. It is request that \$48,000 be reallocated to overtime to cover the estimated increase.

#### **Cal GRIP Grant Expenses**

The Lodi Police Department was successfully awarded \$250,000 for the California Gang Reduction, Intervention, and Prevention (CalGRIP) program. The grant provides \$1,000 per year to cover vehicle expenses for the two Youth Outreach Workers that will be hired by the City and work under the direction of Joseph Wood, Neighborhood Services Manager. Two vehicles already within the City fleet have been designated for use by the Youth Outreach Workers. The estimated annual cost will be \$7,000 for fuel and maintenance. Staff requests that \$6,000 be reallocated to cover CalGRIP vehicle maintenance costs.

**FISCAL IMPACT:** Reallocation of existing budget funds within the Police Department

**FUNDING AVAILABLE:** Adjustment is attached

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Jordan Ayers  
Deputy City Manager/Internal Services Director

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Mark Helms  
Chief of Police

1. AA# \_\_\_\_\_

2. JV# \_\_\_\_\_

## CITY OF LODI APPROPRIATION ADJUSTMENT REQUEST

|                         |   |          |        |
|-------------------------|---|----------|--------|
| TO:                     | Internal Services Dept. - Budget Division |          |        |
| 3. FROM:                | Mark Helms, Police Chief                  | 5. DATE: | 8/3/12 |
| 4. DEPARTMENT/DIVISION: | Administration                            |          |        |

### 6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW

|                              | FUND # | BUS. UNIT # | ACCOUNT # | ACCOUNT TITLE                    | AMOUNT        |
|------------------------------|--------|-------------|-----------|----------------------------------|---------------|
| A.<br>SOURCE OF<br>FINANCING | 100    | 101032      | 7100      | Police Operations                | \$ 192,122.00 |
|                              | 120    | 1201        | 6341      | Revenue by transfer              | \$ 16,000.00  |
|                              | 120    |             | 3205      | Vehicle Replacement Fund Balance | \$ 17,000.00  |
|                              |        |             |           |                                  |               |
|                              |        |             |           |                                  |               |
| B.<br>USE OF<br>FINANCING    | 100    | 101033      | 7101      | Police Support (Personnel)       | \$ 65,000.00  |
|                              | 100    | 101033      | 7102      | Police Support (Overtime)        | \$ 48,000.00  |
|                              | 100    | 101033      | 7103      | Police Support (Part-Time)       | \$ 57,122.00  |
|                              | 100    | 101031      | 7789      | Transfer Out                     | \$ 16,000.00  |
|                              | 100    | 100247      | 7333      | Cal-GRIP City Match              | \$ 6,000.00   |
|                              | 120    | 1201031     | 7581      | Vehicle Replacement              | \$ 33,000.00  |

### 7. REQUEST IS MADE TO FUND THE FOLLOWING PROJECT NOT INCLUDED IN THE CURRENT BUDGET

Please provide a description of the project, the total cost of the project, as well as justification for the requested adjustment. If you need more space, use an additional sheet and attach to this form.

Allocation of fiscal savings from new contracts with Police Officers Association of Lodi and Lodi Police Dispatchers Association and increase police fleet by one vehicle, partial offset by contract savings. Allocation is as follows: Funding (1) full-time police officer for second half of fiscal year (\$65,000); police staff overtime (\$48,000); Part time intern and community service officer (\$57,122); vehicle maintenance for Cal-Grip grant (\$6,000); partial funding of lieutenant vehicle (\$16,000) with balance (\$17,000) to come from the Police portion of the vehicle replacement fund balance.

If Council has authorized the appropriation adjustment, complete the following:

Meeting Date: 8/15/12 Res No: \_\_\_\_\_ Attach copy of resolution to this form.  
 Department Head Signature: *Mark Helms*

### 8. APPROVAL SIGNATURES

Deputy City Manager/Internal Services Manager \_\_\_\_\_ Date \_\_\_\_\_

Submit completed form to the Budget Division with any required documentation.  
 Final approval will be provided in electronic copy format.

RESOLUTION NO. 2012-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
APPROVING LODI POLICE DEPARTMENT BUDGET  
ADJUSTMENT FOR FISCAL YEAR 2012/13

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WHEREAS, the City adopted Fiscal Year 2012/13 budget prior to ratification of the Memorandum of Understanding with the Police Officers Association of Lodi and the Lodi Police Dispatchers Association; and

WHEREAS, salary and benefits savings occurred through contract negotiations that total \$192,122 in the current fiscal year; and

WHEREAS, the Police Department is requesting that City Council re-allocate funds made available through employee concessions savings.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lodi does hereby reallocate \$192,122 within the Police Department budget as follows:

|                           |                  |                  |
|---------------------------|------------------|------------------|
| Police Officer            | 1/1/13 - 6/30/13 | \$ 65,000        |
| Part Time-CSO and Interns | FY 2012/13       | \$ 57,122        |
| Police Vehicle            | Admin Lt.        | \$ 16,000        |
| Police Overtime           | Due to staffing  | \$ 48,000        |
| CalGRIP – Youth Workers   | Vehicle expenses | \$ 6,000         |
| <b>TOTAL</b>              |                  | <b>\$192,122</b> |

Dated: August 15, 2012

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I hereby certify that Resolution No. 2012-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 15, 2012, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL  
City Clerk

2012-\_\_\_\_\_



## **CITY OF LODI COUNCIL COMMUNICATION**

TM

**AGENDA TITLE:** Adopt Resolution Revising and Establishing Fees for Police, Fire and Parks, Recreation and Cultural Services Departments

**MEETING DATE:** August 15, 2012

**PREPARED BY:** Chief of Police, Fire Chief and Parks, Recreation and Cultural Services Interim Director

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**RECOMMENDED ACTION:** Adopt resolution revising and establishing fees for Police, Fire and Parks, Recreation and Cultural Services departments.

**BACKGROUND INFORMATION:** The city periodically reviews and adjusts fees as needed to cover costs of providing the related service to the fee payer. Staff has reviewed various fees and is recommending the following increases in Police, Fire and Parks, Recreation and Cultural Services fees.

### **Police**

Proposed fee increases for the police department consist of fees for services outside the normal scope of citizen's requests. This includes release of towed vehicles, fingerprinting, clearance letters, special permits and special licensing required for businesses. Fees for the majority of police services were last reviewed for adjustment in 2006. Proposed increases are based on a breakdown of the actual costs associated with each service including staff time and any supplies (Exhibit A). Staff conducted a review of fees from surrounding agencies (Exhibit B) and the fees proposed are comparable to agencies contacted. Increasing fees for services as presented will generate approximately \$65,740 in annual revenue.

The Department also recommends an increase in bail amounts on the majority of Lodi parking citations, from \$40 to \$45. Parking citation fines were last increased in November, 2010 by \$3 per citation to cover the additional fee imposed by the State. The City pays a total of \$7.50 per citation for court funding. Management of the parking citation program is outsourced and fees for this service have increased by 11 percent in three years. The proposed increase to parking fines (Exhibit C) will help offset the cost of program management by generating approximately \$20,000 in revenue. A number of cities in the area were contacted for comparison of fines (Exhibit D). Three of the seven cities surveyed are currently reviewing parking citation fines.

### **Fire**

The Fire Department recommends the following fees to assist in cost recovery for fire prevention. The fire company "Business Fire & Life Safety Inspections" increase is to update and reflect our current approved hourly rate. There will continue to be no charge for these first two inspections, but additional inspections will require the fee. The imposed fee for private fire hydrant annual inspections is in relation to an occurrence during our recent Insurance Services Organization (ISO) test. Two high-risk properties within

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APPROVED: \_\_\_\_\_  
Konradt Bartlam, City Manager

our city put life safety and our local economy in jeopardy by not having functioning hydrants. The increase in fee for our standard hourly rate for engine or truck company is being raised to keep all of our fees congruent with existing approved fees.

|  | Current Fee | Proposed Fee |
|--|-------------|--------------|
| Fire co. inspection re-inspection fee  | \$75 hr.    | \$135 hr.    |
| Private fire hydrant annual inspection | \$0         | \$135 hr.    |
| Standard hourly rate – Engine / Truck  | \$131 hr.   | \$135 hr.    |

### **Parks, Recreation and Cultural Services**

PRCS is proposing several fee increases intended to that better reflect market rates and/or reduce Department subsidies: Swimming fees at the Hutchins Street Square pool, RV camping rates at Lodi Lake Park, and the fee to issue tickets to events at Hutchins Street Square.

A proposed fee increase for swimming at the Hutchins Street Square pool was presented to the Recreation Commission on June 5, 2012. The Commission unanimously voted to recommend the City Council adopt the following fee schedule, which increases the fee by \$1 per swim. In addition, it creates a higher nonresident fee and adds children 12 and under to the senior/disabled rate schedule.

|                            | Current fee | Proposed Lodi resident fee                 | Proposed non-resident fee                  |
|----------------------------|-------------|--|--|
| Senior/disabled per swim   | \$2.50      | \$3.50                                     | \$3.75                                     |
| Senior/disabled punch pass | 15/\$25     | 15/\$40<br>(Seniors/disabled/<br>children) | 15/\$45<br>(Seniors/disabled/<br>children) |
| Adults                     | \$3.75      | \$4.75                                     | \$5  |
| Adults punch pass          | 15/\$43     | 15/\$58                                    | 15/\$63                                    |

The proposed fees were developed by staff in consultation with pool users after a May 23, 2012 meeting that outlined the financial challenges of operating the pool. Approximately 60 members of the public attended the meeting, and some of them attended the Recreation Commission meeting and expressed their support for the fee increase. The Recreation Commission and staff have not heard any objections to the proposed fee schedule, which is intended to reduce the pool's significant annual operating loss. Commissioners said the department should charge an additional fee for swimmers attending drop-in classes, which comprises most the pool schedule. This proposal does not include that recommendation, which staff has yet to explore.

In addition, the Department proposed increasing the two-hour rental fee for private parties of up to 25 swimmers from \$95 to \$150. The current price only slightly covers the cost of supplying lifeguards for the special events – most commonly children's birthday parties – and is far below market rates.

The Department also proposes increasing the per-night RV camping fee at Lodi Lake Park from \$30 to \$32. This fee is competitive with other parks in the region.

Finally, PRCS is proposing to increase the Hutchins Street Square Box Office ticketing fee from \$3 to \$4. The fee is intended to offset the cost of staffing the box office, ticketing machines, software, licensing and related expenses associated with creating tickets to events. Even with this increase, ticket fees at Hutchins Street Square are still below market average. The price is included in the cost of tickets for City-sponsored events, and is an added cost for other events.

**FISCAL IMPACT:**

Increasing Police fees will generate approximately \$73,000 in revenue for services and \$20,000 in revenue on parking citation fines annually.

Increasing Fire fees will have a minimal fiscal impact.

Approving the proposed PRCS pool fees will reduce the Department's pool subsidy by approximately \$25,000. The RV fee increase will have a minimal impact, and the increased ticket charge will generate approximately \$10,000, helping to recoup the expenses associated with providing tickets for events held at Hutchins Street Square.

**FUNDING AVAILABLE:**

Not applicable.

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Mark Helms  
Chief of Police

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Larry Rooney  
Fire Chief

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Jeff Hood  
Parks, Recreation and Cultural Services Interim Director

Attachments: Exhibits A, B, C and D



# Lodi Police Proposed Fees for Services

# Exhibit A

|   |            |            |           | City     |            | Proposed            | Est. Annual        |
|---|------------|------------|-----------|----------|------------|---------------------|--------------------|
| Service   | Current    | Staff Time | Materials | Overhead | Total Cost | Lodi Fee            | Rev. Increase      |
| Massage Therapist annual renewal  | None       | \$65.00    | \$10.00   | \$16.90  | \$91.90    | \$90.00             | \$10,350.00        |
| Card room License (+DOJ)  | \$25.00    | \$31.00    | \$10.00   | \$8.00   | \$49.00    | \$50.00             | \$600.00           |
| Concealed Weapons Application Review  | \$0.00     | \$59.10    | \$1.00    | \$15.40  | \$75.50    | (State Set )\$20.00 | \$400.00           |
| Concealed Weapons Permit (+ DOJ)  | DOJ + \$85 | \$85.40    | \$12.00   | \$22.20  | \$119.60   | (State Set )\$80.00 | -\$50.00           |
| Range Qualification Fee   | \$25.00    | \$41.40    | \$3.00    | \$10.80  | \$55.20    | \$55.00             | \$750.00           |
| Solicitor / Peddler license (+DOJ)  | DOJ + \$25 | \$31.00    | \$10.00   | \$8.00   | \$49.00    | \$50.00             | \$1,250.00         |
| Tow Truck Driver Initial application (+DOJ)   | DOJ + \$25 | \$31.00    | \$10.00   | \$8.00   | \$49.00    | \$50.00             | \$500.00           |
| Fingerprinting (+DOJ)   | \$15.00    | \$15.00    | \$1.00    | \$4.00   | \$20.00    | \$20.00             | \$2,820.00         |
| Impound/Stored release fee  | \$100.00   | \$128.00   | \$1.00    | \$32.00  | \$161.00   | \$160.00            | \$46,200.00        |
| Clearance Letter  | None       | \$17.00    | \$0.40    | \$4.40   | \$21.80    | \$22.00             | \$550.00           |
| Photographs   | None       | \$7.00     | \$1.00    | \$2.30   | \$10.30    | \$10.00             | \$150.00           |
| Jail Booking Fee  | \$0.00     | \$29.00    | NA        | \$8.00   | \$37.00    | \$37.00             | \$2,220.00         |
| <b>Increase Annual Revenue Police Services</b>  |            |            |           |          |            |                     | <b>\$65,740.00</b> |
|   |            |            |           |          |            |                     |                    |
| Note-Department of Justice (DOJ) fees range from \$32 to \$76 as required for licensing and permits |            |            |           |          |            |                     |                    |

## Police Fees for Service Survey

**Exhibit B**

| Service   | Lodi Current | Galt       | Manteca  | Stockton | Tracy    | Roseville | Elk Grove |
|---|--------------|------------|----------|----------|----------|-----------|-----------|
| Massage Therapist annual renewal                  | None         | \$10.00    |          | \$142.00 |          | \$50.00   | \$75.00   |
| Card room License (+DOJ)                          | \$25.00      |            | \$315.00 | \$94.25  | \$25.00  | \$50.00   |           |
| Concealed Weapons Application Review              | None         |            | \$20.00  |          |          |           | \$20.00   |
| Concealed Weapons Permit                          | DOJ + \$85   | DOJ + \$50 |          | \$95.00  | \$163.00 | \$215.00  | \$75.00   |
| Range Qualification Fee                           | \$25.00      | NA         | NA       | NA       | NA       | NA        | NA        |
| Solicitor / Peddler license                       | DOJ + \$25   | \$150.00   | \$300.00 | \$82.25  | \$100.00 | \$50.00   | \$36.00   |
| Tow Truck Driver Initial application              | DOJ + \$25   |            |          | \$81.75  | \$60.00  | FP + \$50 | \$125.00  |
| Fingerprinting (500)                              | \$15.00      | \$20.00    | \$20.00  | \$20.50  | \$20.00  | \$15.00   | \$44.00   |
| Impound/Stored release fee (850)                  | \$100.00     | \$100.00   | \$225.00 | \$185.00 | \$108.00 | \$98.00   | \$170.00  |
| Clearance Letter (photo ID required) (25)         | None         | None       | \$20.00  | \$20.50  | \$20.00  | \$20.00   | \$20.00   |
| Photographs (10)                                  | None         | None       | None     | \$20.00  | \$20.00  | \$20.00   | \$10.00   |
| Jail Booking Fee (SJ County Surveyed \$37))       | None         | NA         | NA       | NA       | NA       | NA        | NA        |
|   |              |            |          |          |          |           |           |
| Lodi not included in the Mean/Median calculations |              |            |          |          |          |           |           |

# Parking Fines Proposed Increases

# Exhibit C

| Section         | Offense   | Current Fine    | Proposed Fine      |
|-----------------|---|-----------------|--------------------|
| 10.44.010 B     | Overtime Parking  | \$33.00         | \$45.00            |
| 10.44.010 B     | Permit Zone on City Streets                                       | \$40.00         | \$45.00            |
| 10.44.020 B     | Parking on Sidewalk or Parkway                                    | \$40.00         | \$45.00            |
| 10.44.020 C     | Parking in alley except loading/unloading                         | \$40.00         | \$45.00            |
| 10.44.020 D     | Special event "No Parking" when previously posted 24 hours        | \$40.00         | \$45.00            |
| 10.44.020 G     | Blocking wheelchair ramp where signed or red curb                 | \$40.00         | \$45.00            |
| 10.44.030       | parking exceeds 72 consecutive hours                              | \$47.00         | \$52.00            |
| 10.44.040 A     | Vehicle "For Sale" except at the residence of owner               | \$40.00         | \$45.00            |
| 10.44.040 B     | Display of 3 or more vehicle "For Sale" on Public Property        | \$73.00         | \$78.00            |
| 10.44.040 C     | "For Sale" within 200-feet of signalized intersection             | \$40.00         | \$45.00            |
| 10.44.040 D     | For Sale on private property within 30 feet of public street      | \$40.00         | \$45.00            |
| 10.44.040 F     | Use of public street washing/publishing if charged for service    | \$40.00         | \$45.00            |
| 10.44.050       | Parking in position that obstructs traffic                        | \$40.00         | \$45.00            |
| 10.44.070       | Parking vehicle 6-feet in height, within 100-feet of intersection | \$40.00         | \$45.00            |
| 10.44.100 A     | Angle Parking - out of markings                                   | \$40.00         | \$45.00            |
| 10.44.100 B     | Angle Parking - front wheel within 6 feet of curb                 | \$40.00         | \$45.00            |
| 10.44.110 B     | Out of designated space - straddling spaces                       | \$40.00         | \$45.00            |
| 10.44.130 B     | Permit required zone in City Lot                                  | \$40.00         | \$45.00            |
| 10.44.150 B     | "Loading zone" 20-minute Maximum, 3-minutes for passengers        | \$40.00         | \$45.00            |
| 10.44.150 C     | Passenger Loading Zone-3 minutes (freight prohibited)             | \$40.00         | \$45.00            |
| 10.48.010 A     | Residential Permit required                                       | \$33.00         | \$45.00            |
| 10.52.050 A     | Commercial vehicle, 10,000 GVW in residential district            | \$47.00         | \$55.00            |
| 10.52.050 B     | Commercial vehicle outside specific signed area                   | \$47.00         | \$55.00            |
| 10.52.060 A     | Semi-trailer unattended without tractor on street                 | \$47.00         | \$55.00            |
| 10.52.080 A     | Commercial vehicle auxiliary engine within 250-feet resid. Dist   | \$73.00         | \$78.00            |
| 15.40.100 C     | Private property Fire Lane properly signed                        | \$40.00         | \$45.00            |
| 17.60.190       | Commercial vehicles greater than 3,000 GVW in resid. In view      | \$40.00         | \$45.00            |
| 17.60.160 A     | Parking on unapproved yard-except when washing/cleaning           | \$40.00         | \$45.00            |
|                 |   |                 |                    |
| CVC Section     | Offense   | Current Fine    | Proposed Fine      |
| 22500(a thru i) | Assorted Vehicle Code Violations                                  | \$50.00         | No change          |
| 22502 (a)       | Parallel Parking within 18 inches of curb                         | \$50.00         | No change          |
| 22514           | Fire Hydrant within 15 feet                                       | \$50.00         | \$100.00           |
| 5200            | Display of License Plate  | \$105 / PC \$10 | No change          |
| 5204            | No Current Registration Tag                                       | \$105 / PC \$10 | No change          |
| Late Fees       | Fees paid if citation not paid/contested within 21 calendar days  | \$43.00         | \$45.00            |
|                 |   |                 |                    |
|                 | <b>Estimated Annual Increase in Revenue</b>                       |                 | <b>\$20,000.00</b> |

# Parking Fines Survey

# Exhibit D

| Parking Fines Fees                                | Lodi        | Galt       | Manteca            | Stockton   | Tracy              | Roseville   | Ripon       | Elk Grove          |
|---|-------------|------------|--------------------|------------|--------------------|-------------|-------------|--------------------|
| Trespassing/No parking                            | \$40.00     | \$43.00    | \$21.00            | \$135.00   | \$43.00            | \$54.50     | \$50.00     | \$35.00            |
| Red Zone or Posted No parking                     | \$40.00     | \$43.00    | \$21.00            | \$74.00    | \$43.00            | \$54.50     | \$50.00     | \$35.00            |
| Display for Sale                                  | \$40.00     | \$43.00    | \$21.00            | \$62.00    | \$43.00            | \$54.50     | \$50.00     | \$35.00            |
| Use of Streets for storage                        | \$40.00     | \$43.00    | \$21.00            | \$43.00    | \$43.00            | \$54.50     | \$50.00     | \$35.00            |
| Vehicles without motive Power                     | \$40.00     | \$43.00    | \$21.00            | \$74.00    | \$43.00            | \$54.50     | \$50.00     | \$35.00            |
| Emergency. Parking signs                          | \$40.00     | \$43.00    | \$21.00            | \$74.00    | \$43.00            | \$104.50    | \$50.00     | \$35.00            |
| Disabled Parking                                  | \$375.00    | \$403.00   | \$275.00           | \$135.00   | \$343.00           | \$384.50    | \$410.00    | \$345.00           |
| Parking outside of space                          | \$40.00     | \$43.00    | \$21.00            | \$74.00    | \$43.00            | \$29.50     | \$50.00     | \$35.00            |
| Parking in Alley                                  | \$40.00     | \$43.00    | \$21.00            | \$46.00    | \$43.00            | \$54.50     | \$50.00     | \$35.00            |
| Angle Parking                                     | \$40.00     | \$43.00    | \$21.00            | \$27.00    | \$43.00            | \$54.50     | \$70.00     | \$35.00            |
| Restricted time parking                           | \$33.00     | \$43.00    | \$17.00            | \$48.00    | \$37.00            | \$39.50     | \$50.00     | \$35.00            |
| Heavy Duty Vehicle prohibited                     | \$47.00     | \$43.00    | \$27.00            | \$62.00    | \$43.00            | \$104.50    | \$50.00     | \$100.00           |
| Fire Lanes - Hydrant                              | \$47.00     | \$372.00   | \$37.00            | \$48.00    | \$45.00            | \$104.50    | \$70.00     | \$100.00           |
| Overnight Parking in Parks                        | \$40.00     |            | None               | \$53.00    | \$43.00            | \$100.00    |             |                    |
| No Plates on Vehicle                              | \$105 or PC | \$43 or PC | \$75 or PC         | \$74 or PC | \$105 or PC        | \$110 or PC | \$110 or PC | \$25 & pc          |
| No Current tabs on Vehicle                        | \$105 or PC | \$43 or PC | \$75 or PC         | \$74 or PC | \$105 or PC        | \$50 or PC  | \$160 or PC | \$25 & PC          |
| Disabled w/Proof of Placard                       | \$25.00     | None       | None               | \$25.00    | \$25.00            | \$25.00     | \$30.00     | \$25 & PC          |
| Abandoned Vehicle/72 hour                         | \$47.00     | \$43.00    | None               |            | None               | \$100.00    | \$310.00    | \$100.00           |
|   |             |            |                    |            |                    |             |             |                    |
|   |             |            | <i>Current fee</i> |            | <i>Current fee</i> |             |             | <i>Current fee</i> |
|   |             |            | <i>Proposing</i>   |            | <i>Proposing</i>   |             |             | <i>Proposing</i>   |
|   |             |            | <i>increases</i>   |            | <i>increases</i>   |             |             | <i>increases</i>   |
| *PC=Proof of Correction                           |             |            |                    |            |                    |             |             |                    |
| Lodi not included in the Mean/Median calculations |             |            |                    |            |                    |             |             |                    |

RESOLUTION NO. 2012-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL REVISING AND  
ESTABLISHING FEES AND FINES FOR POLICE, FIRE, AND  
PARKS, RECREATION, AND CULTURAL SERVICES  
DEPARTMENTS

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WHEREAS, the City periodically reviews and adjusts fees and fines as needed to cover costs of providing the related service to the fee payer; and

WHEREAS, many fees and fines charged by the Police, Fire, and Parks, Recreation, and Cultural Services departments have not been adjusted to reflect actual cost in many years; and

WHEREAS, the Police, Fire and Parks, Recreation, and Cultural Services departments find the need to establish some new fees to recover costs previously absorbed; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lodi does hereby revise and establish the following fees and fines to go into effect upon adoption:

- Lodi Police Department, as proposed in Exhibit A and B.
- Fire Department:

|  |           |
|--|-----------|
| Fire co. inspection re-inspection fee  | \$135 hr. |
| Private fire hydrant annual inspection | \$135 hr. |
| Standard hourly rate – Engine / Truck  | \$135 hr. |

- Parks, Recreation and Cultural Services:
  - \$32 per night for RV camping at Lodi Lake Park
  - \$4 ticketing fee
  - Hutchins Street Square Pool fees listed below:

|                            | Lodi<br>resident fee                       | Non-resident fee                           |
|----------------------------|--|--|
| Senior/disabled per swim   | \$3.50                                     | \$3.75                                     |
| Senior/disabled punch pass | 15/\$40<br>(Seniors/disabled/<br>children) | 15/\$45<br>(Seniors/disabled/<br>children) |
| Adults                     | \$4.75                                     | \$5  |
| Adults punch pass          | 15/\$58                                    | 15/\$63                                    |
| Two-hour rental            | \$150                                      | \$150                                      |

Dated: August 15, 2012

=====

I hereby certify that Resolution No. 2012-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 15, 2012, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL  
City Clerk

2012-\_\_\_\_\_

# Lodi Police Proposed Fees for Services

# Exhibit A

|   |            |            |           | City     |            | Proposed            | Est. Annual        |
|---|------------|------------|-----------|----------|------------|---------------------|--------------------|
| Service   | Current    | Staff Time | Materials | Overhead | Total Cost | Lodi Fee            | Rev. Increase      |
| Massage Therapist annual renewal  | None       | \$65.00    | \$10.00   | \$16.90  | \$91.90    | \$90.00             | \$10,350.00        |
| Card room License (+DOJ)  | \$25.00    | \$31.00    | \$10.00   | \$8.00   | \$49.00    | \$50.00             | \$600.00           |
| Concealed Weapons Application Review  | \$0.00     | \$59.10    | \$1.00    | \$15.40  | \$75.50    | (State Set )\$20.00 | \$400.00           |
| Concealed Weapons Permit (+ DOJ)  | DOJ + \$85 | \$85.40    | \$12.00   | \$22.20  | \$119.60   | (State Set )\$80.00 | -\$50.00           |
| Range Qualification Fee   | \$25.00    | \$41.40    | \$3.00    | \$10.80  | \$55.20    | \$55.00             | \$750.00           |
| Solicitor / Peddler license (+DOJ)  | DOJ + \$25 | \$31.00    | \$10.00   | \$8.00   | \$49.00    | \$50.00             | \$1,250.00         |
| Tow Truck Driver Initial application (+DOJ)   | DOJ + \$25 | \$31.00    | \$10.00   | \$8.00   | \$49.00    | \$50.00             | \$500.00           |
| Fingerprinting (+DOJ)   | \$15.00    | \$15.00    | \$1.00    | \$4.00   | \$20.00    | \$20.00             | \$2,820.00         |
| Impound/Stored release fee  | \$100.00   | \$128.00   | \$1.00    | \$32.00  | \$161.00   | \$160.00            | \$46,200.00        |
| Clearance Letter  | None       | \$17.00    | \$0.40    | \$4.40   | \$21.80    | \$22.00             | \$550.00           |
| Photographs   | None       | \$7.00     | \$1.00    | \$2.30   | \$10.30    | \$10.00             | \$150.00           |
| Jail Booking Fee  | \$0.00     | \$29.00    | NA        | \$8.00   | \$37.00    | \$37.00             | \$2,220.00         |
| <b>Increase Annual Revenue Police Services</b>  |            |            |           |          |            |                     | <b>\$65,740.00</b> |
|   |            |            |           |          |            |                     |                    |
| Note-Department of Justice (DOJ) fees range from \$32 to \$76 as required for licensing and permits |            |            |           |          |            |                     |                    |

# Parking Fines Proposed Increases

# Exhibit B

| Section         | Offense   | Current Fine    | Proposed Fine      |
|-----------------|---|-----------------|--------------------|
| 10.44.010 B     | Overtime Parking  | \$33.00         | \$45.00            |
| 10.44.010 B     | Permit Zone on City Streets                                       | \$40.00         | \$45.00            |
| 10.44.020 B     | Parking on Sidewalk or Parkway                                    | \$40.00         | \$45.00            |
| 10.44.020 C     | Parking in alley except loading/unloading                         | \$40.00         | \$45.00            |
| 10.44.020 D     | Special event "No Parking" when previously posted 24 hours        | \$40.00         | \$45.00            |
| 10.44.020 G     | Blocking wheelchair ramp where signed or red curb                 | \$40.00         | \$45.00            |
| 10.44.030       | parking exceeds 72 consecutive hours                              | \$47.00         | \$52.00            |
| 10.44.040 A     | Vehicle "For Sale" except at the residence of owner               | \$40.00         | \$45.00            |
| 10.44.040 B     | Display of 3 or more vehicle "For Sale" on Public Property        | \$73.00         | \$78.00            |
| 10.44.040 C     | "For Sale" within 200-feet of signalized intersection             | \$40.00         | \$45.00            |
| 10.44.040 D     | For Sale on private property within 30 feet of public street      | \$40.00         | \$45.00            |
| 10.44.040 F     | Use of public street washing/publishing if charged for service    | \$40.00         | \$45.00            |
| 10.44.050       | Parking in position that obstructs traffic                        | \$40.00         | \$45.00            |
| 10.44.070       | Parking vehicle 6-feet in height, within 100-feet of intersection | \$40.00         | \$45.00            |
| 10.44.100 A     | Angle Parking - out of markings                                   | \$40.00         | \$45.00            |
| 10.44.100 B     | Angle Parking - front wheel within 6 feet of curb                 | \$40.00         | \$45.00            |
| 10.44.110 B     | Out of designated space - straddling spaces                       | \$40.00         | \$45.00            |
| 10.44.130 B     | Permit required zone in City Lot                                  | \$40.00         | \$45.00            |
| 10.44.150 B     | "Loading zone" 20-minute Maximum, 3-minutes for passengers        | \$40.00         | \$45.00            |
| 10.44.150 C     | Passenger Loading Zone-3 minutes (freight prohibited)             | \$40.00         | \$45.00            |
| 10.48.010 A     | Residential Permit required                                       | \$33.00         | \$45.00            |
| 10.52.050 A     | Commercial vehicle, 10,000 GVW in residential district            | \$47.00         | \$55.00            |
| 10.52.050 B     | Commercial vehicle outside specific signed area                   | \$47.00         | \$55.00            |
| 10.52.060 A     | Semi-trailer unattended without tractor on street                 | \$47.00         | \$55.00            |
| 10.52.080 A     | Commercial vehicle auxiliary engine within 250-feet resid. Dist   | \$73.00         | \$78.00            |
| 15.40.100 C     | Private property Fire Lane properly signed                        | \$40.00         | \$45.00            |
| 17.60.190       | Commercial vehicles greater than 3,000 GVW in resid. In view      | \$40.00         | \$45.00            |
| 17.60.160 A     | Parking on unapproved yard-except when washing/cleaning           | \$40.00         | \$45.00            |
|                 |   |                 |                    |
| CVC Section     | Offense   | Current Fine    | Proposed Fine      |
| 22500(a thru i) | Assorted Vehicle Code Violations                                  | \$50.00         | No change          |
| 22502 (a)       | Parallel Parking within 18 inches of curb                         | \$50.00         | No change          |
| 22514           | Fire Hydrant within 15 feet                                       | \$50.00         | \$100.00           |
| 5200            | Display of License Plate  | \$105 / PC \$10 | No change          |
| 5204            | No Current Registration Tag                                       | \$105 / PC \$10 | No change          |
| Late Fees       | Fees paid if citation not paid/contested within 21 calendar days  | \$43.00         | \$45.00            |
|                 |   |                 |                    |
|                 | <b>Estimated Annual Increase in Revenue</b>                       |                 | <b>\$20,000.00</b> |



**CITY OF LODI  
COUNCIL COMMUNICATION**

TM

**AGENDA TITLE:** Accept the Notice of Draft Amendments to Conflict of Interest Code for the 2012 Calendar Year per Government Code §87306.5.

**MEETING DATE:** August 15, 2012

**PREPARED BY:** Janice D. Magdich, Deputy City Attorney

---

**RECOMMENDATION:** Accept the Notice of Draft Amendments to Conflict of Interest Code for the 2012 Calendar Year per Government Code §87306.5.

**BACKGROUND:** The City Council must, as the Code reviewing body under the Political Reform Act, review the City's Conflict of Interest Code biennially to determine whether or not an amendment to the Code is necessary. The attached Resolution makes draft changes to the Code based on conditions occurring since the last update in 2010. The attached resolution is in draft form and must be published by Council to begin the 45-day public comment period on the proposed changes. A final version will be brought back to the Council for approval on October 3, 2012.

The majority of the changes reflect little more than title changes of positions, the addition of new positions or the deletion of positions eliminated in the 2011/2012 and 2012/2013 budgets. For Council's convenience, the changes are reflected in underline/strikeout form in the draft resolution attached to this Council Communication.

**FUNDING:** Not applicable

**FISCAL IMPACT:** Not applicable.

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Janice D. Magdich  
Deputy City Attorney

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APPROVED: \_\_\_\_\_  
Konradt Bartlam, City Manager

RESOLUTION NO. 2012-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL REPEALING  
RESOLUTION NO. 2010-185 THEREBY AMENDING CITY  
OF LODI CONFLICT OF INTEREST CODE

=====

The Political Reform Act of 1974 (Government Code section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. 18730), which contains the terms of a standard conflict of interest code. After public notice and a hearing it may be amended by the Fair Political Practices Commission to conform to amendments to the Political Reform Act. Therefore, the terms of 2 California Code of Regulations 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached appendices designating officials and employees and establishing disclosure categories shall constitute the conflict of interest code of the City of Lodi.

Designated officials and employees shall file their statements with the City Clerk of the City of Lodi and such statements shall be open for public inspection and reproduction pursuant to Government Code section 81008. Statements for all designated officials and employees will be retained by the City of Lodi.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. Resolution No. 2010-185 is hereby repealed in its entirety.
2. The terms of 2 California Code of Regulations Section 18730 and any amendments duly adopted by the Fair Political Practices Commission along with the attached Appendices in which officials and employees are designated and disclosure categories are set forth, are hereby incorporated by reference and constitute the Conflict of Interest Code of the City of Lodi.
3. Persons holding designated positions shall file statements of economic interest pursuant to the provisions of this code.
4. All designated officials and employees shall file their statements of economic interests with the City Clerk of the City of Lodi to whom the City Council hereby delegates the authority to carry out the duties of filing officer.
5. Failure to file the required statement in a timely fashion may result in the imposition of administrative, criminal, and civil sanctions as provided in Government Code sections 81000-91014.
6. The effective date of this Resolution shall be October 3, 2012.

Dated: October 3, 2012

=====

I hereby certify that Resolution No. 2012-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 3, 2012, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

\_\_\_\_\_  
Randi Johl  
City Clerk

2012-\_\_\_\_\_

## APPENDIX A

### DESIGNATED OFFICIALS AND EMPLOYEES

The following is a listing of those persons who are required to submit Statements of Economic Interests pursuant to the Political Reform Act of 1974, as amended:

List of designated positions required to file Form 700:

| <b><u>Department:</u></b>                                  | <b><u>Position:</u></b>   | <b><u>Disclosure Category:</u></b>  |
|--|---|---|
| City Manager   | City Manager<br>Deputy City Manager/Internal Services Director<br>Management Analyst/Communications Specialist<br>Management Analyst/Risk Manager<br>Senior Programmer/Analyst  | *<br>1<br>1<br>1<br><del>2</del> , 3, 4, 6  |
| City Attorney  | City Attorney<br>Deputy City Attorney   | *<br>1  |
| City Clerk   | City Clerk<br>Assistant City Clerk  | 1<br>1  |
| <del>Community Center</del><br><br>Dept. merged with Parks | <del>Community Center Director</del><br><del>Art &amp; Events Manager</del>   | <del>4</del><br><del>2,5</del>  |
| Community Development                                      | Community Development Director<br><del>Planning Manager</del><br>Junior/Assistant/Associate Planner<br>Building Official<br>Building Inspector III<br>Neighborhood Services Manager<br><del>Junior/Assistant Plans Examiner</del><br><del>/Engineer</del>   | 1<br><del>4</del><br>1<br>1<br>2,3, <del>5</del> ,6,7<br>1<br><del>1</del>  |
| Electric Utility   | Electric Utility Director<br><del>Assistant Electric Utility Director</del><br><del>Electric Operations Superintendent</del><br><del>Utility Operations Supervisor</del><br><del>Electric Engineering Manager</del><br>Manager, Customer Services & Programs<br><del>Distribution Planning Supervisor</del><br><del>Distribution Planner</del><br>Senior Power Engineer<br><del>Rates and Resources Manager</del><br>Electric Utility Rate Analyst<br><del>Construction/Maintenance Supervisor</del><br><del>Senior Storekeeper</del><br><del>Buyer</del> | 1<br><del>4</del><br>1<br><del>5</del><br>1<br>1<br><del>5</del><br><del>5</del><br>2,3,5,7<br>1<br>2,3,5,7<br><del>5</del><br>2,3,4<br>2,3,4 |

|   |   |   |
|---|---|---|
|   | Electric Materials Technician   | 5   |
| Fire  | Fire Chief<br>Fire Division Chief \ Operations<br>Fire Battalion Chief \ Training<br>Fire Battalion Chief<br><del>Fire Marshall</del><br><del>Fire Inspector</del>  | 1<br>1<br>5<br>5<br><del>4</del><br><del>4</del>  |
| Internal Services/Human Resources           | Human Resources Manager<br>Management Analyst   | 1<br>2,8  |
| Internal Services/Financial Services        | Financial Services Manager<br>Accountant<br>Supervising Accountant  | 2,3,4,8<br>2,3,4<br>2,3,4   |
| Internal Services/Budget                    | <del>Budget Manager</del><br><del>Supervising Budget Analyst</del><br>Management Analyst<br>Purchasing Technician   | <del>2,3,4,8</del><br><del>2,3,4,8</del><br>2,3,4,8<br>4  |
| Internal Services/Information Systems       | Information Systems Manager<br><del>Information Systems Coordinator</del><br>Network Administrator<br>Senior Programmer/Analyst   | 1<br><del>2,3,4</del><br>5<br><del>2,3,4,6</del>  |
| Library                                     | Library Services Director<br><del>Supervising Librarian</del><br><del>Library Services Manager</del>  | 1<br><del>5</del><br><del>5</del>   |
| Parks, and Recreation and Cultural Services | <del>Parks and Recreation Director</del><br><del>Parks, Recreation and Cultural Services Director</del><br><br>Parks Superintendent<br>Parks Project Coordinator<br>Recreation Superintendent<br>Recreation Manager<br><br><del>Community Center Manager</del><br>Youth Commission Coordinator<br>Stage Technician<br>Building Services/Event Coordinator | <del>4</del><br><del>1</del><br><br>1<br>2,3,5<br>2,3,5,7<br>2,3,5,7<br><br>2,3,5,7<br><del>2,5</del><br><del>2,5</del><br><del>2,5</del> |
| Police                                      | Police Chief<br>Police Captain<br>Management Analyst<br>Community Improvement Officer I/II<br><del>Supervising Community Improvement Officer</del><br>Animal Services Supervisor  | 1<br>1<br>2,3,4<br>2,3,5,7<br><del>2,3,5,7</del><br><del>2, 5</del>   |
| Public Works                                | Public Works Director   | 1   |

|                        |  |  |
|------------------------|--|--|
|                        | Management Analyst<br><br>Transportation Manager<br><del>Junior\Assistant\Associate</del> Planner<br>(Transportation)<br><br>City Engineer/Deputy Public Works Dir.<br>Construction Project Manager<br>Senior Civil Engineer<br>Fleet & Facilities Manager<br>Fleet Services Supervisor<br><del>Facilities Supervisor</del><br><br>Deputy Public Works Director – Utilities<br>Streets and Drainage Superintendent<br>Water\Wastewater Superintendent<br><del>Wastewater Treatment Superintendent</del><br>Wastewater Plant Superintendent<br>Senior Storekeeper | 2,3,5,7<br><br>1<br>2,3,5,7<br><br>1<br>2,3,5,7<br>2,3,5,7<br>2,3,5,7<br>2,3,5,7<br>2,3,5,7<br>2,3,5,7<br><br>1<br>2,3,5,7<br>2,3,5,7<br><del>2,3,5,7</del><br>2,3,5,7<br>2,3,5,7                  |
| Boards and Commissions | Members of the Planning Commission<br><br>Members of the Recreation Commission<br><br>Members of the Site Plan and<br>Architectural Review Committee<br><br>Members of the Library Board of<br>Trustees<br><br>Members of the Lodi Improvement<br>Committee<br><br>Members of the Lodi Arts Commission<br><br><del>Members of the Lodi Budget/Finance<br/> — Committee</del><br><br>Members of the Lodi Animal Advisory<br>Committee<br><br>Members of the Lodi Senior Citizens<br>Commission<br><br><del>Members of the Lodi Area Youth<br/> Commission</del>   | *<br><br>2,3,4,6,7,8<br><br>2,3,4,6,7,8<br><br>2,3,4,6,7,8<br><br>2,3,4,6,7,8<br><br>2,3,4,6,7,8<br><br><del>2,3,4,6,7,8</del><br><br>2,3,4,6,7,8<br><br>2,3,4,6,7,8<br><br><del>2,3,4,6,7,8</del> |
| Consultants            |  |  |
| Community Development  | CDBG Program Administration(Contract<br>Consultant – PMC)<br><br>Interwest Consulting Group (Contract  | <del>2,3,4,6</del><br><br><del>2,3,4,6</del>   |

|                                   |  |                        |
|-----------------------------------|--|------------------------|
|                                   | Plan Check Services)   |                        |
|                                   | Bureau Veritas (Contract Plan Check Services)                      | 2,3,4,6                |
|                                   | <del>Dyett &amp; Bhatia</del>                                      | 4                      |
|                                   | AECOM  | 3,4,6                  |
|                                   | Raney Planning and Management, Inc.                                | 3,4,6                  |
| Electric Utility                  | Matt Foskett Consulting LLC  | 1                      |
| Internal Services/Human Resources | York Insurance Service Group<br>DB Claims Services Group, Inc.     | 2,3,4,6,8<br>2,3,4,6,8 |
| Police                            | People Assisting the Lodi Shelter (PALS)                           | 2,5                    |
| Public Works                      | West Yost & Associates<br>Treadwell & Rollo<br>Harris & Associates | 1<br>1<br>3,4,7        |

\* Exempt from Political Reform Act of 1974, but required to file a statement of economic interest pursuant to Government Code section 87200.

Designated Employees are those positions within the city who may exercise independent judgment and make or participate in the making of governmental decisions which may foreseeably have a material effect on any financial interest.

Consultant means an individual who, pursuant to a contract with a state or local governmental agency:

A. Makes governmental decisions whether to

1. approve a rate, rule or regulation;
2. adopt or enforce a law;
3. issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order or similar authorization or entitlement;
4. authorize the agency to enter into, modify, or renew a contract provided it is the type of contract which requires agency approval;
5. grant agency approval to a contract which requires agency approval and in which the agency is a party or to the specifications for such a contract;
6. grant agency approval to a plan, design, report, study or similar item;
7. adopt, or grant agency approval of policies, standards, or guidelines for the agency, or for any subdivision thereof; or

B. Serves in a staff capacity with the agency and in that capacity performs the same or substantially the same duties for the agency that would otherwise be performed by an individual holding a position specified in the agencies Conflict of Interest Code.

The City Manager or his designee may determine in writing that a particular consultant, although a "designated position" is hired to perform a range of duties that are limited in

scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant's duties and, based upon the description, a statement of the extent of the disclosure requirements. The City Manager or his designee's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

Public Officials Who Manage Public Investments (Specified in Government Code Section 87200):

The positions listed below manage public investments and shall file a statement of economic interests pursuant to Government Code Section 87200. These positions are listed for informational purposes only.

1. Members of the Lodi City Council
2. City Manager
3. City Attorney
4. Finance Director
5. Members of the Lodi Planning Commission

An individual holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by Government Code section 87200.

## **APPENDIX B**

### **DISCLOSURE CATEGORIES**

Individuals holding designated positions must report their interests according to their assigned disclosure category(ies).

#### **DISCLOSURE CATEGORIES**

1. All investments and business positions in business entities, sources of income, including loans, gifts, and travel payments, from all sources wherever located; and interests in real property located within the jurisdiction of the City of Lodi or within two (2) miles of the boundaries of the City of Lodi or within two (2) miles of any land owned or used by the City of Lodi.
2. Investments and business positions in business entities, and all sources of income, including loans, gifts, and travel payments, from all sources.
3. Interests in real property located within the jurisdiction of the City of Lodi or within two (2) miles of the boundaries of the City of Lodi or within two (2) miles of any land owned or used by the City of Lodi.
4. Investments and business positions in business entities, and sources of income from entities, including loans, gifts, and travel payments, from sources providing supplies, services, materials, equipment or machinery of the type used by the City of Lodi.
5. Investments and business positions in business entities, and income, including loans, gifts, and travel payments, from sources providing supplies, services, materials, equipment or machinery of the type used by the designated position's division or department.
6. Investments and business positions in business entities, and income, including loans, gifts, and travel payments, from sources, that filed a claim against the City of Lodi during the previous two (2) years, or have a claim pending with the City of Lodi.
7. Investments and business positions in business entities, and income, including loans, gifts, and travel payments, from sources of the type to request an entitlement to use agency property or facilities, including, but not limited to: licenses, utility permits, and vendor permits.
8. Investments and business positions in and income from Union Pension funds that may be affected by the outcome of negotiations involving monetary settlements of employer-employee memorandums involving the City of Lodi.





## **CITY OF LODI COUNCIL COMMUNICATION**

**AGENDA TITLE:** Adopt Resolution Pledging Continued Adherence to the Brown Act Despite the State's Decision to Suspend its Requirements for Fiscal Reasons

**MEETING DATE:** August 15, 2012

**PREPARED BY:** City Clerk

---

**RECOMMENDED ACTION:** Adopt resolution pledging continued adherence to the Brown Act despite the State's decision to suspend its requirements for fiscal reasons.

**BACKGROUND INFORMATION:** At the August 1, 2012 City Council meeting, Mayor Mounce reported that the Board of Directors of the League of California Cities ("League") unanimously adopted a resolution commending cities for ongoing compliance with the Brown Act despite a State suspension of its requirements. Mayor Mounce further requested that the City also adopt a similar resolution memorializing its dedication to open and transparent government.

Assembly Bill 1464 and Senate Bill 1006, both enacted on June 27, 2012, contain a schedule of suspended mandates for the 2012-13, 2013-14 and 2014-15 fiscal years. Suspended provisions of the Brown Act include:

- Preparation and posting at least 72 hours before a regular meeting of an agenda that contains a brief general description of each item of business to be transacted or discussed at the meeting. (Gov. Code § 54954.2(a).)
- Inclusion on the agenda of a brief general description of all items to be discussed in closed session. (Gov. Code § 54954.2(a).)
- Disclosure of each item to be discussed in closed session in an open meeting, prior to any closed session. (Gov. Code § 54957.7 (a).)
- Report in open session prior to adjournment on the actions and votes taken in closed session regarding certain subject matters. (Gov. Code §§ 54957.1(a)(I)-(4), (6); 54957.7 (b).)
- Provide copies to the public of certain closed session documents. (Gov. Code § 54957.1 (b)-(c).)

The Legislature's action is not unprecedented. The above-referenced Brown Act requirements were also suspended in 1990, at which time most cities reported they would continue to comply with all requirements of the Brown Act regardless of the suspension as well.

**FISCAL IMPACT:** None, the last related reimbursement received was Fiscal Year 2002-03.

**FUNDING AVAILABLE:** Not applicable.

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Randi Johl, City Clerk

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**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, Interim City Manager

RESOLUTION NO. 2012-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
PLEDGING ITS CONTINUED ADHERENCE TO THE  
RALPH M. BROWN ACT DESPITE THE STATE'S  
DECISION TO SUSPEND ITS REQUIREMENTS FOR  
FISCAL REASONS

=====

WHEREAS, the State's local government open meetings act ("Brown Act") was passed in 1953 through a collaborative effort of the League of California Cities ("League"), the California Newspaper Publishers Association, and Assembly Member Ralph M. Brown; and

WHEREAS, the City of Lodi ("City"), in conjunction with other cities in California, has been a pioneer in achieving greater transparency in government, adopting local open government policies, and involving numerous citizens in the affairs of the City; and

WHEREAS, independent of the requirements of the law, the City is committed to transparency and openness in City operations and government; and

WHEREAS, the State Legislature signed into law on June 27, 2012, Assembly Bill 1464 ("AB 1464"), which contains a schedule of suspended state mandates, including the Brown Act; and

WHEREAS, the State's suspension of the Brown Act mandate shall be in effect for the 2012/13, 2013/14, and 2014/15 fiscal years due to its dire fiscal condition; and

WHEREAS, the Brown Act Committee of the League's City Attorneys Department has concluded that the suspension extends to the following provisions of the Brown Act:

- Preparation and posting at least 72 hours before a regular meeting of an agenda that contains a brief general description of each item of business to be transacted or discussed at the meeting. (See Gov. Code § 54954.2(a).)
- Inclusion on the agenda of a brief general description of all items to be discussed in closed session. (See Gov. Code § 54954.2(a).)
- Disclosure of each item to be discussed in closed session in an open meeting, prior to any closed session. (See Gov. Code § 54957.7 (a).)
- Report in open session prior to adjournment on the actions and votes taken in closed session regarding certain subject matters. (See Gov. Code §§ 54957.1(a)(l)-(4), (6); 54957.7 (b).)
- Provide copies to the public of certain closed session documents. (See Gov. Code § 54957.1 (b)-(c).)

WHEREAS, city governments in California enjoy a comparatively high level of public support and confidence because of their record of commitment to transparency and openness; and

WHEREAS, the Brown Act Committee has concluded that noncompliance with the suspended provisions of the Act would unquestionably degrade transparency and erode said public support in city government; and

WHEREAS, the City of Lodi will voluntarily continue its faithful compliance with the requirements of the Brown Act during the three-year suspension; and

WHEREAS, the City urges the California State Legislature to comply with similar transparency requirements, including publishing all agendas and legislation no less than 72 hours before proposed action is taken.

NOW, THEREFORE, BE IT RESOLVED by the Lodi City Council that it does hereby pledge its continued adherence to the Brown Act despite the State's decision to suspend its requirements for fiscal reasons.

Date: August 15, 2012

=====

I hereby certify that Resolution No. 2012-\_\_\_\_ was passed and adopted by the Lodi City Council in a regular meeting held August 15, 2012, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL  
City Clerk

2012-\_\_\_\_\_



## **CITY OF LODI COUNCIL COMMUNICATION**

**AGENDA TITLE:** Set a Public Hearing for September 19, 2012, to Consider and Approve the Recommendation of the Planning Commission to Rezone the Property Located at 515 South Lower Sacramento Road from R-1, C-S and R-C-P to Planned Development (PD)-35

**MEETING DATE:** August 15, 2012

**PREPARED BY:** Community Development Department

---

**RECOMMENDED ACTION:** Set a Public Hearing for September 19, 2012, to Consider and Approve the Recommendation of the Planning Commission to Rezone the Property Located at 515 South Lower Sacramento Road from R-1, C-S and R-C-P to Planned Development (PD)-35.

**BACKGROUND INFORMATION:** At the Planning Commission Meeting of June 13, 2012, the Commission considered a request for rezoning of a property located at 515 South Lower Sacramento Road R-1 (Single Family Residence), R-C-P (Residential, Commercial, and Professional) and C-S (Commercial Shopping) to Planned Development (PD)-35, which covers the area commonly known as Raley's Shopping Center. Rezoning of the property to PD-35 would create a uniform zoning designation and permit commercial development to occur. The City's General Plan designates the subject sites as Commercial.

At this meeting, the Commission heard a staff report; asked questions of staff, the applicant, and the general public; heard public testimony in support and in opposition to the application; closed the public hearing, and voted 6-0, with one Commissioner absent, to recommend the City Council approve the applicant's request to rezone the property.

**FISCAL IMPACT:** Not applicable

**FUNDING AVAILABLE:** Not applicable

---

Konradt Bartlam  
Community Development Director

KB/IB

---

**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager



## **CITY OF LODI COUNCIL COMMUNICATION**

**AGENDA TITLE:** Set a Public Hearing for September 19, 2012, to Consider and Approve the 2011/12 Community Development Block Grant (CDBG) Consolidated Annual Performance and Evaluation Report and an Amendment of the 2012/13 Action Plan to Accommodate the Reallocation of Unused CDBG Funds.

**MEETING DATE:** August 15, 2012

**PREPARED BY:** Community Development Department

---

**RECOMMENDED ACTION:** Set a public hearing for September 19, 2012, to consider and approve the 2011/12 Community Development Block Grant (CDBG) Consolidated Annual Performance and Evaluation Report (CAPER) and an amendment of the 2012/13 Action Plan to accommodate the reallocation of unused CDBG funds.

**BACKGROUND INFORMATION:** A public hearing is required as part of the federal requirements of the Community Development Block Grant (CDBG) program.

The 2011/12 CAPER describes the programs and activities accomplished during that program year, in which the City received \$675,772 in federal CDBG funds. The public review and comment period for the CAPER document begins September 4, 2012 and will end September 19, 2012.

At the completion of the 2011/12 Program Year, there were unused CDBG funds from projects and/or services from the 2010/11 and the 2011/12 Program Years that will need to be reallocated to new or existing 2012/13 project(s), which requires the amendment of the 2012/13 Action Plan. The total amounts available are still being calculated and will be detailed in the staff report for the public hearing. The public review and comment period for this Action Plan amendment begins August 20, 2012 and will end September 19, 2012.

The City Council will consider approval and adoption of both the 2011/12 CAPER and 2012/13 Action Plan amendments and provide an opportunity for public comment for all three of those actions at the September 19, 2012 meeting.

**FISCAL IMPACT:** The CAPER document is being completed as an administrative activity that is funded through the City's CDBG administrative allocation from HUD.

**FUNDING AVAILABLE:** Not applicable.

---

Konradt Bartlam  
Community Development Director

KB/jw

---

**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager

**Comments by the public on non-agenda items**

**THE TIME ALLOWED PER NON-AGENDA ITEM FOR COMMENTS MADE BY THE PUBLIC IS LIMITED TO FIVE MINUTES.**

The City Council cannot deliberate or take any action on a non-agenda item unless there is factual evidence presented to the City Council indicating that the subject brought up by the public does fall into one of the exceptions under Government Code Section 54954.2 in that (a) there is an emergency situation, or (b) the need to take action on the item arose subsequent to the agenda's being posted.

Unless the City Council is presented with this factual evidence, the City Council will refer the matter for review and placement on a future City Council agenda.

**Comments by the City Council Members on non-agenda items**



## CITY OF LODI COUNCIL COMMUNICATION

TM

- AGENDA TITLE:** Public Hearing to Consider the Following Actions:
- A. Adopt Resolution Certifying the Negative Declaration as Adequate Environmental Documentation for the Master Plans for Water, Wastewater, Storm Drainage and Bicycle
  - B. Adopt Resolution Approving Master Plans for Water, Wastewater, Storm Drainage and Bicycle; Approving Impact Mitigation Fee Program Report and Schedule of Fees; and Approving Impact Mitigation Fee Program Schedule of Reduced Fees

**MEETING DATE:** August 15, 2012

**PREPARED BY:** Public Works Director

- RECOMMENDED ACTION:** Public hearing to consider the following actions:
- A. Adopt resolution certifying the negative declaration as adequate environmental documentation for the master plans for water, wastewater, storm drainage and bicycle
  - B. Adopt resolution approving master plans for water, wastewater, storm drainage and bicycle; approving Impact Mitigation Fee Program report and schedule of fees; and approving Impact Mitigation Fee Program schedule of reduced fees

**BACKGROUND INFORMATION:** In 1991, City Council approved the Impact Mitigation Fee Program (IMFP) that established impact fees in the categories of water, wastewater, storm drainage, streets, police, fire, parks, and general City facilities. An electric utility impact fee was established in 2007. Over the past 20 years, there have been few major changes to the program, though minor updates were performed. Generally, the program has been effective in delivering projects to serve the demand for facilities presented by new development.

The new General Plan for the City was adopted on April 7, 2010. It is the proper time to perform an overhaul of the Impact Mitigation Fee Program. A number of General Plan policies were adopted that apply to the actions for consideration by the City Council as listed and paraphrased below:

- A. GM-P11 – Prepare master plan documents as necessary during the planning period to address the infrastructure needs of existing and projected growth, and to determine appropriate infrastructure provision for each phase.
- B. GM-P5 – Update impact fee system to balance the need to sufficiently fund needed facilities and services without penalizing multifamily housing or infill development.
- C. CD-P10 – Incentivize rehabilitation and adaptive reuse of buildings, especially east of the railroad, particularly on Main and Stockton streets in the Downtown Mixed Use District, through development review, permitting and fee processes.
- D. CD-P12 – Provide incentives, through the development review, permitting and fee processes, to redevelop underutilized properties located within the Mixed Use Corridors.
- E. CD-P24 – Use bike lanes, trails, or linear parkways to improve connectivity throughout the City and, in particular, between housing located south of Kettleman Lane and amenities north of Kettleman Lane. These pathways should employ easy and safe crossings and connect to destinations such as Downtown, shopping centers, and/or schools.

**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager



Public Hearing to Consider the Following Actions:

- A. Adopt Resolution Certifying the Negative Declaration as Adequate Environmental Documentation for the Master Plans for Water, Wastewater, Storm Drainage and Bicycle
- B. Adopt Resolution Approving Master Plans for Water, Wastewater, Storm Drainage and Bicycle; Approving Impact Mitigation Fee Program Report and Schedule of Fees; and Approving Impact Mitigation Fee Program Schedule of Reduced Fees

August 15, 2012

Page 2

Master plans for water, wastewater, storm drainage and bicycle infrastructure have been prepared in conjunction with the IMFP. The General Plan identified conceptual master plans for transportation and parks that have been incorporated into the identification of projects in these two areas needed to serve future development.

An initial study/mitigated negative declaration (IS/MND) for the master plans for water, wastewater, storm drainage and bicycle infrastructure has been prepared and distributed for public comment by the Community Development Department. The significance determination reached after analyzing the impacts of the project consisting of the four infrastructure master plans has been "less than significant" or "no impact" for all four master plans.

The IMFP report and fee schedules provided as Exhibit 1 presents details regarding the assumptions, methodologies, facilities standards, projects, costs, and cost allocation factors used to establish the nexus between the fees and the development upon which the fees will be levied. A schedule of impact fees for each land use type is included in the report. The Technical Appendix to the IMFP report includes the detailed project descriptions, cost estimates, cost allocation factors and fee calculations and is on file at the Public Works Department. The IMFP report and fee schedules have been distributed to representatives of the building community and others that expressed interest in the project. A copy of the IMFP report and fee schedules is available at the Public Works Department and on the City's website. A summary of the significant changes from the existing IMFP incorporated are presented below.

1. There will no longer be a reimbursement by IMFP for oversized pipe. Reimbursement will be secured via a City Council approved reimbursement agreement amongst the benefitting properties.
2. The existing storm drainage fee zone has been divided into two zones as presented in Exhibit 2. Zone 1 comprises the existing developed areas of the City that contains some vacant parcels. Zone 2 is that mostly-undeveloped area south of the Woodbridge Irrigation District canal and west of Lower Sacramento Road and outside the current City limits. The vacant property in this area that is already annexed to the City is planned to construct its own storm drainage facilities and, therefore, will not be subject to a storm drainage impact fee.
3. Water and wastewater treatment capacity charges will be based upon the size of the water meter needed to serve the property.
4. New developments will be responsible for constructing one-half of the fronting road improvements. IMFP will be responsible for constructing median improvements along Harney Lane, Hutchins Street and Kettleman Lane.
5. Electric Utility capacity charges will be based upon the panel size serving the property and will apply to all incorporated areas of the City.
6. New developments will be responsible for constructing neighborhood parks. IMFP will be responsible for constructing community and regional park facilities.
7. Residential IMFP fees will be based upon dwelling unit equivalents (DUE). One DUE equals the demand for service represented by a single-family low-density residential unit.
8. Nonresidential IMF fees will be based upon building square feet, except for storm drainage that will be based upon the acreage of the project.
9. Limited exceptions for nonresidential transportation IMFP fees will be allowed, as determined by the Public Works Director, based upon demonstrated significant deviation from IMFP assumptions for employee density and trip generation.
10. Art in Public Places IMFP fee will be a stand-alone fee.

Public Hearing to Consider the Following Actions:

- A. Adopt Resolution Certifying the Negative Declaration as Adequate Environmental Documentation for the Master Plans for Water, Wastewater, Storm Drainage and Bicycle
- B. Adopt Resolution Approving Master Plans for Water, Wastewater, Storm Drainage and Bicycle; Approving Impact Mitigation Fee Program Report and Schedule of Fees; and Approving Impact Mitigation Fee Program Schedule of Reduced Fees

August 15, 2012

Page 3

Preparation of the IMFP report and fee schedules was a 24-month collaborative effort between the City Council, staff and the development community. Five Shirtsleeve Session presentations were made to the City Council. Fourteen meetings were held with the project team, including staff, consultants and the development community. Five of those meetings were focused on determining the assumptions, objectives, and scope of work needed to complete the update to the existing IMFP. These occurred prior to award of the consulting contract to Harris & Associates, the project engineering and planning consultant. Nine additional meetings focused on the step-by-step development of project descriptions, costs analyses, nexus relationships and fee calculations.

The IMFP Report and fee schedules provided in Exhibit 1 are recommended for adoption by resolution. The schedule of fees would become effective January 1, 2020. It is not recommended that an indexing factor be applied to this schedule of fees during the period from adoption to initiation. It is recommended that the mandated regular update to the IMFP be completed and ready for adoption shortly after January 1, 2020.

At the request of the building community staff has agreed to recommend to the City Council a schedule of reduced IMFP fees and conditions as presented in Exhibit 3 that will be in effect until December 31, 2019. The objective of the reduced fee is to financially incentivize the development of new residential housing units in all density categories. Representatives of the building community requested this reduction as part of three-pronged effort to reduce building costs in Lodi. This schedule of reduced fees applies only to residential land uses and represents an approximate 60 percent reduction to the fees summarized in Exhibit 4. The total IMFP fees for a single family detached low density residential unit will be reduced from \$14,590 to \$5,940. The fees will not be subject to indexed increases for the seven-year life of the reduced fee schedule.

Revenue diversion associated with the reduced fee schedule, based upon the development forecast presented on page 8 of Exhibit 1, could be up to \$7,534,000. However, based upon current assessments of market conditions and the slow recovery from the Great Recession, revenue diversion will probably be closer to \$4,000,000. The total value of the capital improvements in the IMFP is \$93,900,000.

A public hearing will be conducted at this time to receive public comment on the infrastructure master plans, the IS/MND and the IMFP report. Council approval of the master plans, IMFP report and IMFP schedules of fees will lead to the introduction of various Lodi Municipal Code amendments needed to implement the IMFP.

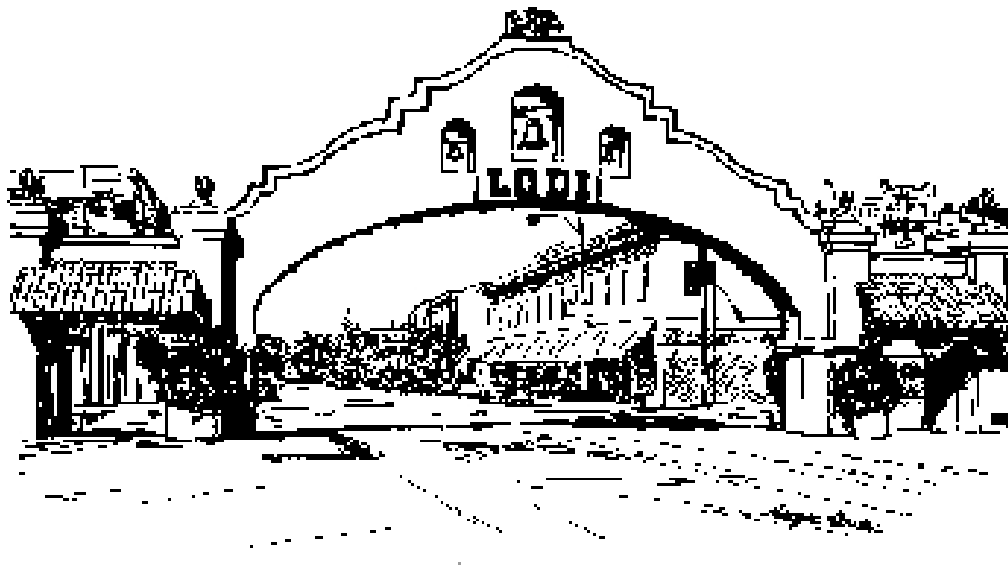
**FISCAL IMPACT:** IMFP revenues support the implementation of infrastructure to serve new development without which other City revenues would be utilized.

**FUNDING AVAILABLE:** Not applicable.

---

F. Wally Sandelin  
Public Works Director

## Draft Initial Study/Negative Declaration



## City of Lodi Master Plans

**Draft**

**Initial Study/Negative Declaration**

**For**

**CITY OF LODI MASTER PLANS**

June 2012

Prepared by the City of Lodi  
Department of Public Works  
221 West Pine Street  
Lodi, CA 95240

**SCH# 2012062045**

## TABLE OF CONTENTS

|  |            |
|--|------------|
| <b>Section 1: Introduction .....</b>   | <b>1-1</b> |
| 1.2 - Lead Agency .....  | 1-1        |
| 1.3 - Purpose and Document Organization.....                                 | 1-2        |
| 1.4 - Incorporation by Reference .....                                       | 1-2        |
| <b>Section 2: Project Title .....</b>  | <b>2-1</b> |
| 2.1 - Lead Agency Name and Address.....                                      | 2-1        |
| 2.2 - Contact Persons .....  | 2-1        |
| 2.3 - Project Sponsor's Name and Address .....                               | 2-1        |
| 2.4 - Project Description .....  | 2-1        |
| 2.5 - General Plan Designations.....   | 2-1        |
| 2.6 - Zoning Designation.....  | 2-1        |
| 2.7 - Other Agencies' Approvals.....   | 2-1        |
| 2.8 - Other Project Assumption.....  | 2-1        |
| 2.9 - Project Background .....   | 2-2        |
| 2.10 - Project Location .....  | 2-2        |
| 2.11 - Plan Area Boundaries and Context.....                                 | 2-3        |
| 2.12 - Project Description .....   | 2-13       |
| Wastewater Master Plan .....   | 2-13       |
| Water Plan .....   | 2-17       |
| Storm Master Plan .....  | 2-27       |
| Bicycle Master Plan .....  | 2-35       |
| <b>Section 3: Environmental Determination .....</b>                          | <b>3</b>   |
| 3.1 - Environmental Factors Potentially Affected .....                       | 3-1        |
| 3.2 - Environmental Determination .....                                      | 3-1        |
| 3.3 - Notice of Availability and Notice to Adopt a Negative Declaration..... | 3-3        |
| 3.4 - Proposed Negative Declaration .....                                    | 3-5        |
| <b>Section 4: Discussion of Environmental Evaluation.....</b>                | <b>4</b>   |
| 4.1 Aesthetics .....   | 4-1        |
| 4.2 Agricultural Resources .....   | 4-5        |
| 4.3 Air Quality .....  | 4-9        |
| 4.4 Greenhouse Gas Emissions .....   | 4-15       |
| 4.5 Biological Resources .....   | 4-19       |
| 4-6 Cultural Resources .....   | 4-27       |

---

|  |  |            |
|--|--|------------|
| 4-7  | Geology and Soils .....                  | 4-31       |
| 4-8  | Hazards and Hazardous Materials .....    | 4-37       |
| 4-9  | Hydrology and Water Quality .....        | 4-43       |
| 4-10   | Land Use and Planning.....               | 4-49       |
| 4-11   | Mineral Resources .....                  | 4-53       |
| 4-12   | Noise .....                              | 4-55       |
| 4-13   | Population and Housing.....              | 4-63       |
| 4-14   | Public Services.....                     | 4-65       |
| 4-15   | Recreation .....                         | 4-73       |
| 4-16   | Transportation/Traffic.....              | 4-75       |
| 4-17   | Utilities and Service Systems .....      | 4-79       |
| 4-18   | Mandatory Findings of Significance ..... | 4-85       |
| <b>Section 5: Dicuments Referenced .....</b> |  | <b>5-1</b> |

## LIST OF EXHIBITS

|   |      |
|---|------|
| Figure 2-1: Regional Map .....                    | 2-5  |
| Figure 2-2: Master Plans Study Area .....         | 2-7  |
| Figure 2-3: General Plan Land Use Diagram .....   | 2-9  |
| Figure 2-4: Aerial Diagram .....                  | 2-11 |
| Figure 2-5: Wastewater Collection System .....    | 2-15 |
| Figure 2-6: Water Master Plan Service Area .....  | 2-19 |
| Figure 2-7: General Plan Development Phases ..... | 2-21 |
| Figure 2-8: Water Distribution System .....       | 2-23 |
| Figure 2-9: Storm Drain Planning Area .....       | 2-29 |
| Figure 2-10: Existing Bike Routes .....           | 2-38 |
| Figure 2-11: Bikeway Facility Type .....          | 2-39 |
| Figure 2-12: Proposed Bike Routes .....           | 2-40 |

This document is divided into the following sections:

### 1.0 INTRODUCTION

This section provides an introduction and describes the purpose and organization of this document.

### 2.0 PROJECT DESCRIPTION

This section provides a detailed description of the proposed project and any alternatives considered.

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### **3.0 ENVIRONMENTAL DETERMINATION**

This section provides a summary of environmental factors that would be potentially affected by this project as indicated by the checklist on the following pages.

### **4.0 INITIAL STUDY CHECKLIST**

This section describes the environmental setting for each of the environmental subject areas, evaluates a range of impacts classified as “no impact”, “less than significant impact”, “less than significant with mitigation incorporated”, or “potentially significant” in response to the environmental checklist, and provides mitigation measures, where appropriate, to mitigate potentially significant impacts to a less than significant level; and provides an environmental determination of the project.

### **5.0 DOCUMENTS REFERENCED**

This section provides a summary of mitigation measures for the proposed project.

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## Section 1

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## **1.1 - INTRODUCTION AND REGULATORY GUIDANCE**

This document is an Initial Study/Mitigated Negative Declaration (IS/MND) for the City of Lodi Master Plans. The City of Lodi has prepared a Wastewater Collection System Master Plan, Water Distribution System Master Plan, Storm Drainage System Master Plan and Bicycle Master Plan, which together make up the City's Master Plans (Master Plans). The Master Plans were prepared and developed consistent with the recently adopted 2010 General Plan. Pursuant to Section 15152 of the California Environmental Quality Act (CEQA) Guidelines, this Initial Study is tiered from the City of Lodi 2010 General Plan Environmental Impact Report (General Plan EIR) (State Clearinghouse Number 2009022075).

Under CEQA, tiering refers to the use of analysis contained in previously certified, broad-level Environmental Impact Reports (EIRs) (often programmatic EIRs) to support or complement project-specific EIRs or IS/NDs.<sup>1</sup> CEQA Guidelines encourage the use of tiered environmental documents to reduce delays and excessive paperwork in the environmental review process. This is accomplished in tiered documents by eliminating repetitive analyses of issues that were adequately addressed in the Program EIR and by incorporating those analyses by reference. Impacts only need to be analyzed in more detail in the Initial Study if they were not examined in the prior EIR or if findings were not adopted for significant, unavoidable impacts.

It is important to note that none of the Master Plans include design-level details for any single infrastructure improvement project; therefore, while the aim of this Initial Study analysis is to comprehensively evaluate the potential environmental impacts resulting from implementation of the Master Plans, this analysis must necessarily be carried out at a program-level. No construction activity would be authorized pursuant to this IS/ND.

## **1.2 - LEAD AGENCY**

The lead agency is the public agency with primary responsibility over a proposed project. Where two or more public agencies will be involved with a project, CEQA Guidelines Section 15051 provides criteria for identifying the lead agency. In accordance with CEQA Guidelines Section 15051(b)(1), "The lead agency will normally be the agency with general governmental powers rather than an agency with a single or limited purpose." In addition, Section 15051(c) states "where more than one public agency equally meet the criteria in subdivision (b), the agency which will act first on the project in question shall be the lead agency". The City Public Works Department has initiated separate comprehensive master plans consistent with the directives in the recently adopted General Plan: a Wastewater Master Plan, a Water Master Plan, a Storm Drainage Master Plan; and Bicycle Master Plan.

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<sup>1</sup> California Association of Environmental Professionals, 2012, CEQA Statute and Guidelines.

Therefore, based on the criteria described above, the lead agency for the proposed project is the City of Lodi, Public Works Department.

### **1.3 - PURPOSE AND DOCUMENT ORGANIZATION**

The purpose of this Initial Study and proposed Negative Declaration (IS/ND) is to identify the potential environmental impacts and mitigation measures associated with the proposed compressive Master Plans. Pursuant to Section 15367 of the CEQA Guidelines, the City is the Lead Agency in the preparation of this IS/ND, and any additional environmental documentation required for the project. The intended use of this document is to provide information to support conclusions regarding the potential environmental impacts of the project. The IS/ND provides the basis for input from public agencies, organizations, and interested members of the public.

This Initial Study is organized into the following chapters:

**Section 1: Introduction.** This chapter provides an introduction and overview of the Initial Study document.

**Section 2: Project Description.** This chapter describes the location and setting of the proposed master plans, along with the principal components of the project boundaries and its relations to the City's recently adopted General Plan. The chapter also describes the policy setting and implementation process. In addition, This chapter summarizes pertinent project details, including lead agency contact information, project location, and General Plan and Zoning designations.

**Section 3: Environmental Determination.** This chapter summarizes environmental factors potentially affected by this project and the City's environmental determination.

**Section 4: Environmental Checklist and Findings.** Making use of the CEQA Appendix G Environmental Checklist, this chapter identifies and discusses anticipated impacts from the proposed Master Plans, providing substantiation of the findings made. The chapter concludes with the determination, based on the analysis contained in this Initial Study, that a Negative Declaration is appropriate for the proposed Master Plans.

**Chapter 5: References.** This chapter provides a list of documents used in the project.

### **1.4 - INCORPORATION BY REFERENCE**

The references outlined below were utilized during preparation of this Initial Study/Mitigated Negative Declaration. The documents are available for public review at the addresses listed below. All City of Lodi documents are available at City of Lodi, Community Development Department, located at 221 West Pine Street, California 95240.

- City of Lodi General Plan 2010. State law requires every city and county to adopt a comprehensive, long-term general plan for the physical development of that city and county. The City of Lodi *General Plan*, adopted April 2010, contains goals, policies, and programs which are intended to guide land use and development decisions for the next twenty years. The *General Plan* consists of eight elements, or chapters, which together fulfill the requirements for a general plan. The *General Plan* chapter include the Land Use; Growth Management and Infrastructure; Community Design and Livability; Transportation; Parks, Recreation and Open Space; Conservation; Safety, and Noise Elements.
- City of Lodi General Plan Final Environmental Impact Report, February 2010. The City of Lodi General Plan, *Final Environmental Impact Report (General Plan FEIR)*, SCH2009022075, is intended to provide information to public agencies and the general public regarding the potential environmental impacts related to implementation of the City of Lodi General Plan. The purpose of the EIR is “to identify the significant effects of a project on the environment, to identify alternatives to the project and to indicate the manner in which significant impacts can be mitigated or avoided.”
- City of Lodi General Plan Draft Environmental Impact Report, November 2009. The City of Lodi, *Pubic Review Draft General Plan Environmental Impact Report*, SCH2009022075, is a first-tier evaluation of the environmental effects associated with the adoption of the updated City of Lodi General Plan.
- The San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP) 2000. The City of Lodi adopted the SJMSCP in 2001, and projects under the jurisdiction of the City can seek coverage under the plan. The proposed project is consistent with the SJMSCP, as amended, as reflected in the conditions of project approval for this proposal. Pursuant to the Final EIR/EIS for the SJMSCP, dated November 15, 2000, and certified by the San Joaquin Council of Governments on December 7, 2000, implementation of the SJMSCP is expected to reduce impacts to biological resources resulting from the proposed project to a level of less-than-significant. That document is hereby incorporated by reference and is available for review during regular business hours at the San Joaquin Council of Governments (555 E. Weber Avenue, Stockton, CA 95202) or online at: [www.sicoq.org](http://www.sicoq.org).
- City of Lodi Municipal Code. The City of Lodi *Zoning Code* is contained in Chapter 17 of the Lodi Municipal Code (LMC) and represents the minimum requirement for the promotion of public safety, health, convenience, comfort, prosperity or general welfare.

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## Section 2

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## 2.0 PROJECT DESCRIPTION

### 2.1 - PROJECT TITLE:

City of Lodi Master Plans

### 2.2 - LEAD AGENCY NAME AND ADDRESS:

City of Lodi, Public Works Department  
221 West Pine Street  
Lodi, CA 9540

### 2.3 - CONTACT PERSONS:

|                         |                              |
|-------------------------|------------------------------|
| Environmental document: | Manny Bereket: 209-333-6711  |
| Project Coordinators:   | Wally Sandelin: 209-333-6709 |
|                         | Chris Boyer: 209-333-6706    |

### 2.4 - PROJECT SPONSOR'S NAME AND ADDRESS:

City of Lodi Public Works Department  
221 W. Pine Street  
Lodi CA 95240

### 2.5 - GENERAL PLAN DESIGNATIONS:

The Water, Wastewater, Stormwater and Bicycle Master Plan area include various General Plan land use designations.

### 2.6 - ZONING DESIGNATIONS:

The Water, Wastewater, Stormwater and Bicycle Master Plan area include various zoning designations.

### 2.7 - OTHER AGENCIES' APPROVALS:

None at this time. However, eventual construction of the Master Plan could involve various public agency approvals, depending upon the improvement project in question, such as the California Department of Fish and Game, Regional Water Quality Control Board, San Joaquin Valley Air Pollution Control District, Caltrans District 10, San Joaquin Council of Government (SCOG, Inc.), etc.

### 2.8 - OTHER PROJECT ASSUMPTIONS:

This IS/ND assumes compliance with all applicable state, federal, and local codes and regulations including, but not limited to, City of Lodi Standards, the Guidance

Manual for On-site Storm Water Quality Control Measures, the State Health and Safety Code, and the State Public Resources Code.

### **2.9 - PROJECT BACKGROUND**

The City of Lodi adopted its current General Plan in April of 2010. The General Plan is the City's vision for how to accommodate anticipated growth within the next 20 to 30 years. The City of Lodi currently provides services to approximately 8,911.55 acres. According to the 2010 General Plan 2010, the service area will increase to approximately 10,623 acres of land (16.6 square miles) at full buildout of the General Plan boundaries. Low Density Residential will continue to represent the largest land use category in the City and will make up approximately 33 percent of the total acreage at buildout.

In order to meet the increased demand for the newly proposed service area, the City of Lodi has prepared a Wastewater Collection System Master Plan, Water Distribution System Master Plan, Storm Drainage System Master Plan, and a Bicycle Master Plan, which together make up the City's Master Plans. The Master Plans are initiatives identified in the City's recently adopted 2010 General Plan. In order to provide for a thematically and geographically comprehensive analysis of the Master Plans, potential environmental impacts associated with the Master Plans are analyzed at a program level within this Initial Study. There is no construction activities associated with the Master Plans.

The City Planning Department will review all future projects within the Master Plans on a case-by-case basis environmental review under CEQA. Environmental analysis of the various plans in one document provides for efficiencies in environmental review for the City, allowing resources to be directed to other areas. This analysis uses the established policies in the City's 2010 General Plan. To be sure, the City will conduct specific analyses of future infrastructure project designs and locations to determine what mitigation measures, if any, would be required to fully mitigate each project's impacts. Should the City identify any infrastructure projects that significantly differ from those anticipated in this IS/MND, subsequent environmental review may be required to determine if additional mitigation measures are warranted.

### **2.10 - PROJECT LOCATION**

Lodi is situated in the San Joaquin Valley between Stockton, 6 miles to the south; Sacramento, thirty-five miles to the north; and along State Route (SR) 99. The City is located on the main line of the Union Pacific Railroad and is within 5 miles of I-5 via SR-12. The regional is depicted in Figure 2.1, Regional Location Map.

The Mokelumne River forms the northern edge of the city; Harney and Hogan lane southern edge. The Central California Traction Line (CCT) railroad (north of Kettleman Lane) and SR-99 (south of Kettleman Lane) form the eastern boundary. The western boundary extends approximately one-half mile west of Lower Sacramento Road. Lodi (exclusive of White Slough Water Pollution Control Facility) encompasses an area of 12.3 square miles. Figure 2 - 1: Regional Map illustrates the City's location in regional context.

### 2.11 - PLAN AREA BOUNDARIES AND CONTEXT

The Lodi Planning Area covers 79.4 square miles, or 50,827 acres. The Planning Area includes all land within the existing city limits and Sphere of Influence (SOI), plus adjacent areas that are physically or visually related to the city. The Planning Area boundaries are formed by natural features, roads, and City of Stockton boundaries. This land area is dominated by vineyards and agriculture. The Master Plan area corresponds to the City of Lodi Sphere of Influence (SOI). The SOI is depicted in Figure 2 -2: Master Plans Study Area.

#### **Adoption and Implementation of the Master Plans**

The proposed Master Plans divide the Master Plan area (project limits) into three quadrants to promote orderly development efforts by quadrant to implement the General Plan Policies and Goals address compatibility with surrounding uses, and establish specific development standards and design guidelines the planning area (see Figure 2-3: General Plan Land Use Diagram). An aerial diagram of the planning area is depicted on Figure 2-4: Aerial Diagram.

**Quadrant 1:** Quadrant 1 represents areas within and outside of the City limits. The part that is within the City limits is partially developed. The area outside of the City limits is agricultural fields and is not currently served by the City. The areas outside of the City limits are within the City's Planning Boundaries and Sphere of Influence.

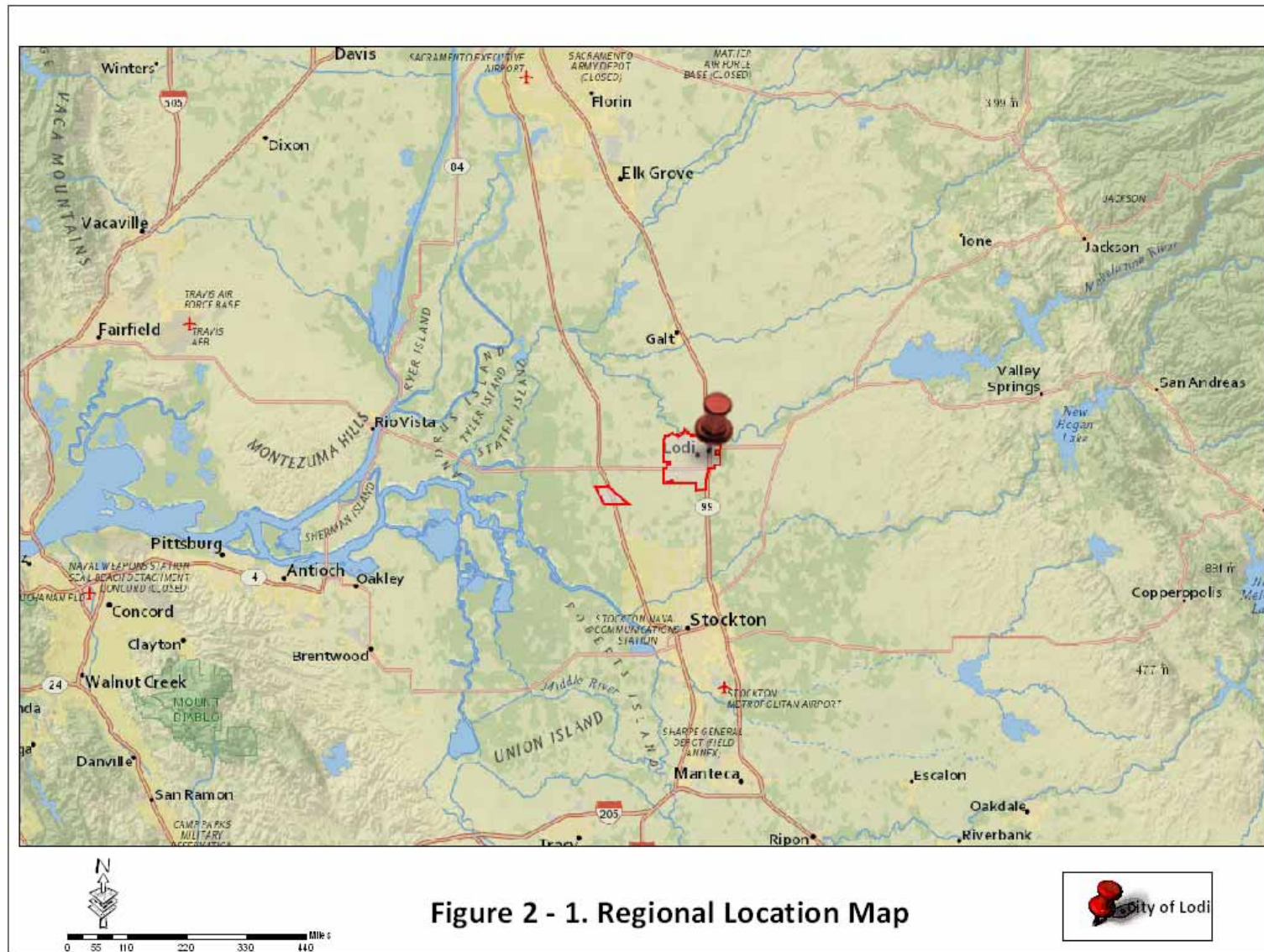
**Quadrant 2:** Quadrant 2 is envisioned as future growth of the City to the south and a small patch area on the eastern part of the city. The General Plan growth envisions residential developments integrated into mixed use development projects or operate independently as standalone developments. Community commercial centers are encouraged in Quadrant 2 to provide neighborhood-serving uses such as markets, coffee shops, art studios, and professional offices. Proximity of different uses will help to reduce vehicular traffic by integrating residential and commercial uses and promote pedestrian activity.

**Quadrant 3:** Quadrant 3 comprises of the Bicycle Master Plan area and includes the area within the City of Lodi's jurisdictional boundaries.

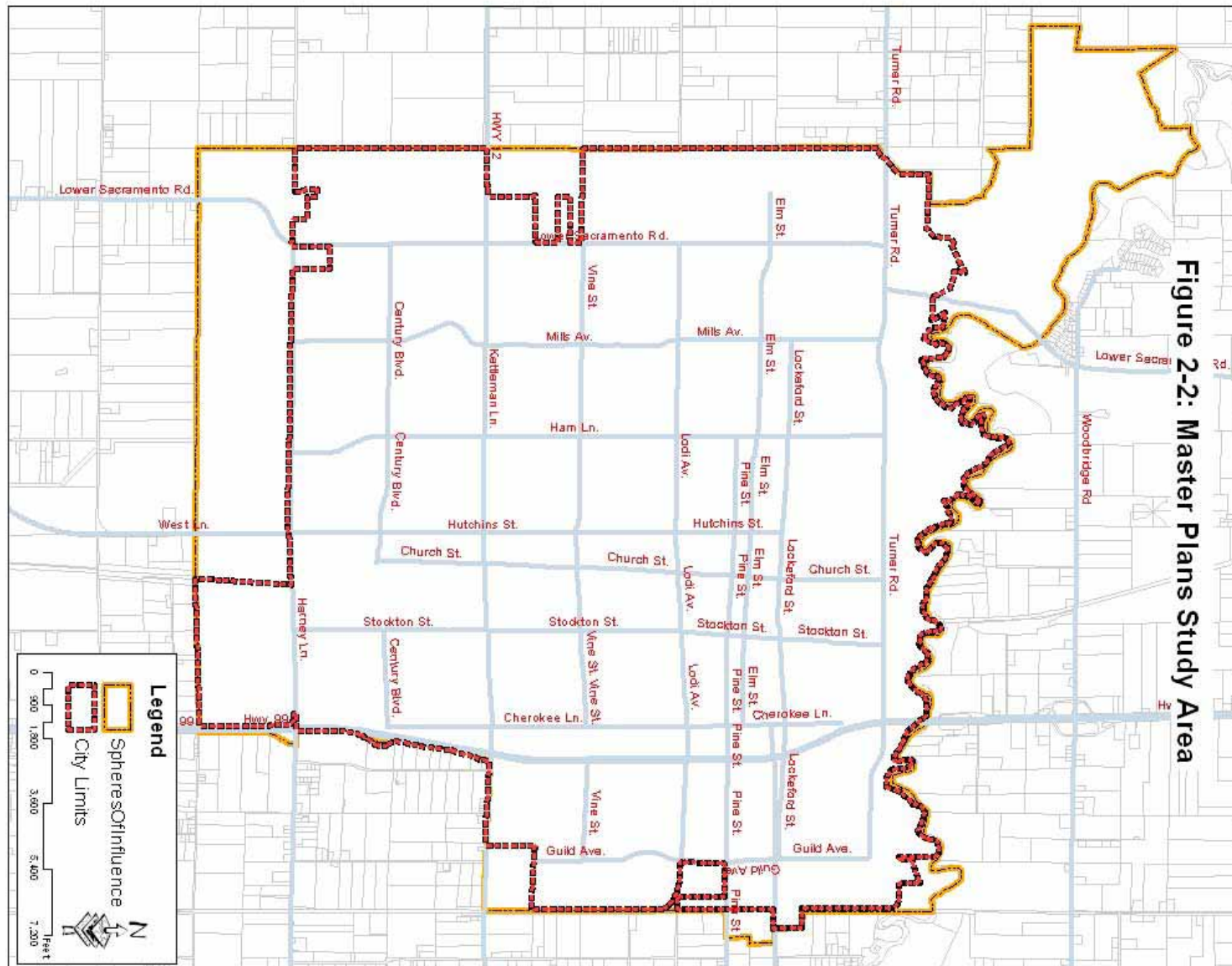
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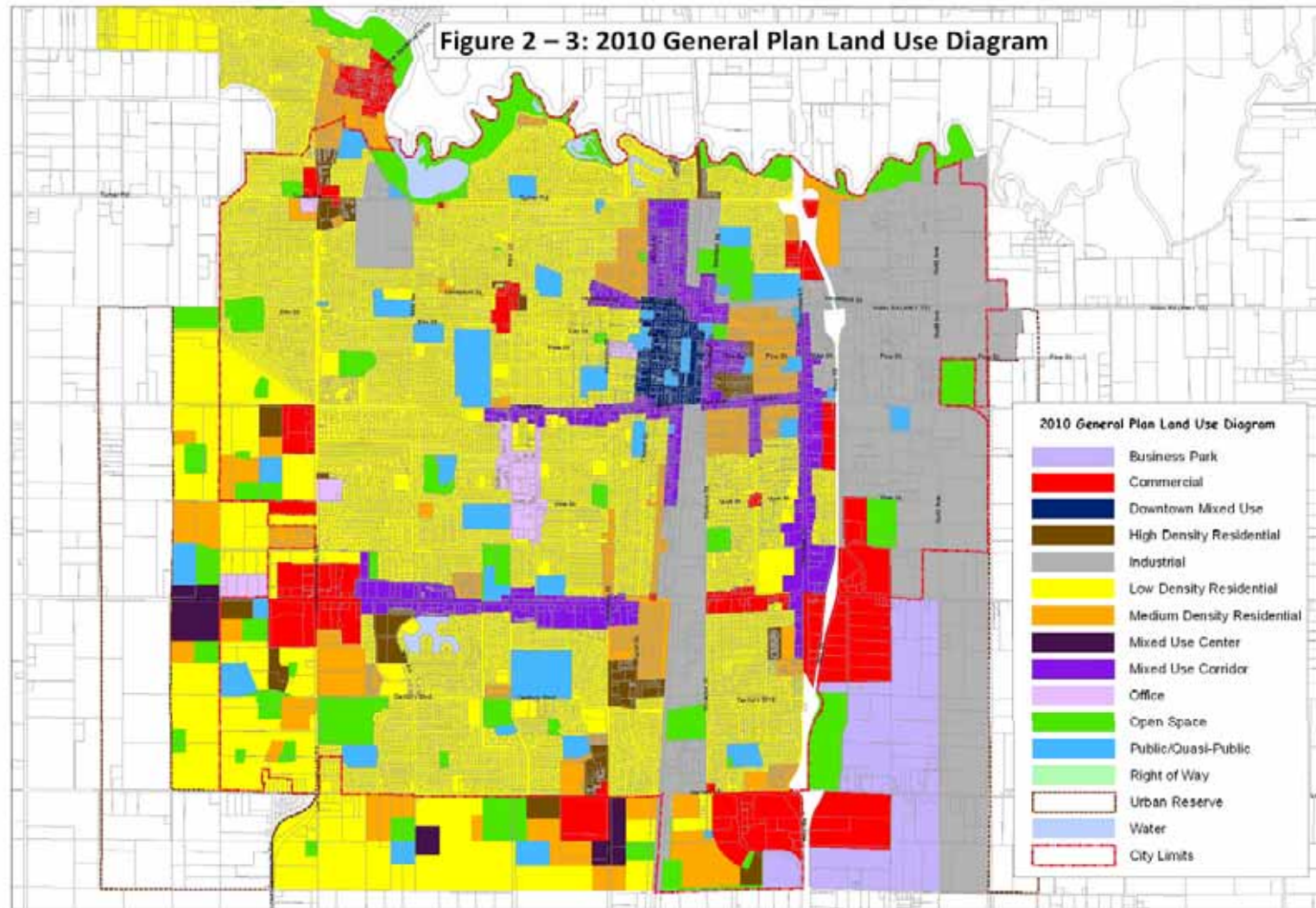
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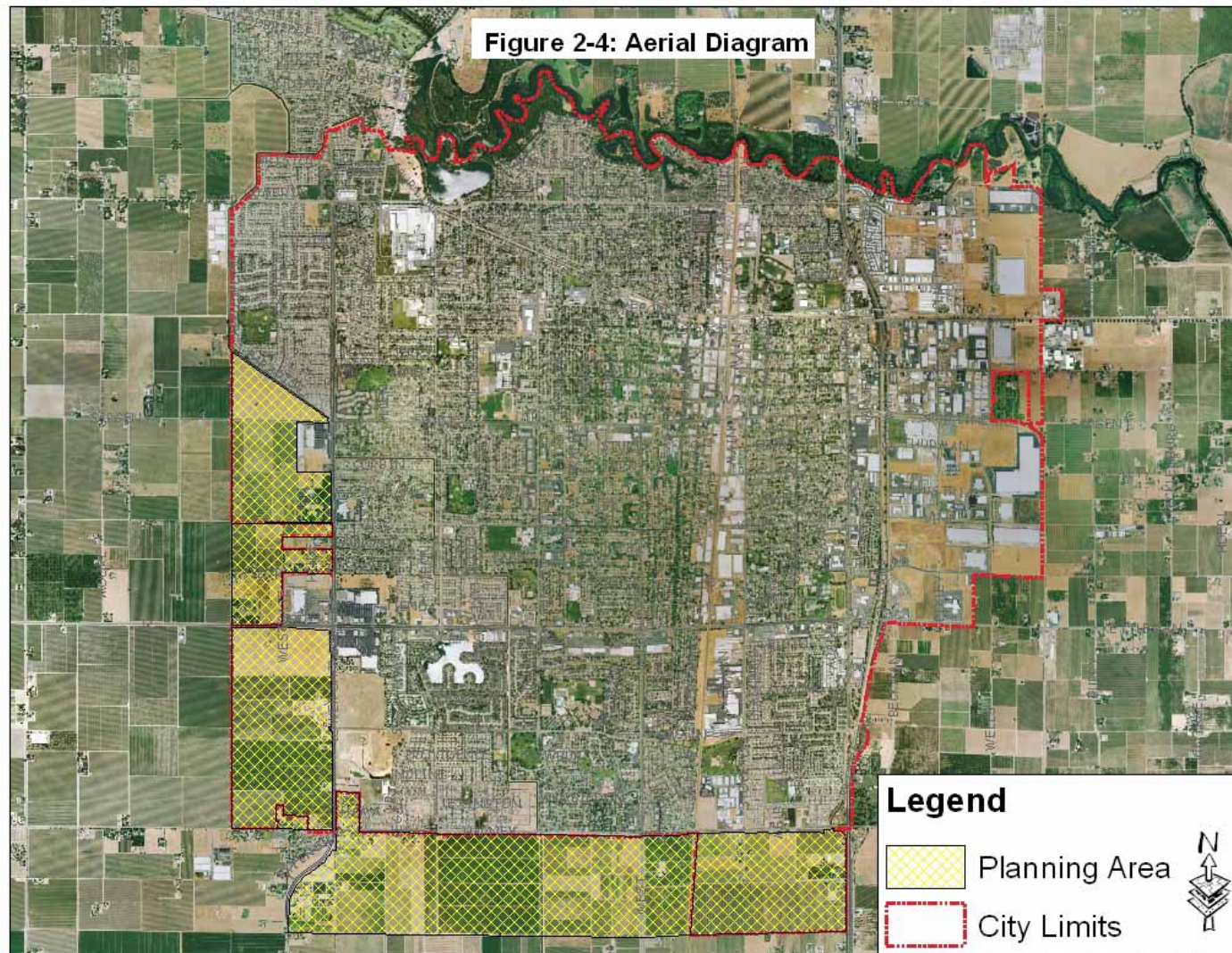
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### 2.12 - PROJECT DESCRIPTION

As previously mentioned, the City of Lodi has prepared four separate comprehensive Master Plans consistent with the directives outlined in the recently adopted General Plan: a Wastewater Master Plan, a Water Master Plan, a Storm Drainage Master Plan, and a Bicycle Master Plan. The 2010 General Plan identifies areas to be developed within and outside of the city through the year 2030. The General Plan specifies in Section 3 – Growth Management and Infrastructure, GM-P11, that the City “prepare Master Plan documents as necessary during the planning period to address the infrastructure needs of existing and projected growth, and to determine appropriate infrastructure provisions for each phase.”

The Master Plans are policy-level, City-initiated plans and do not authorize any specific development or construction projects. In order to provide for a thematically and geographically comprehensive analysis of the Master Plans, potential environmental impacts associated with both plans are analyzed at a “program” level within this Initial Study. Future development projects will be required to receive City approval and conduct appropriate environmental review on project-by-project basis. The comprehensive Master Plans provide guidance for implementing development within the project limits. The Master Plans set forth implementation action plans that identify near and long term actions necessary to achieve orderly development as envisioned by the City’s General Plan. The anticipated horizon year for the Master Plans correlate to the General Plan (2030). The Master Plans, its relationship to the General Plan, and other related actions are discussed in more detail below.

#### WASTEWATER MASTER PLAN

The City owns and operates the WSWPCF. The wastewater treatment facility has a current average dry weather flow capacity of 8.5 million gallons per day (mgd). Current dry weather flow is approximately 5.7 mgd. The wastewater treatment facility was originally constructed in 1966 with a capacity of 5.8 mgd. In the late 1980’s and early 1990’s the City expanded the treatment capacity to 6.3 mgd, and also improved the level of treatment. Between 2003 and 2009 the City again expanded the treatment capacity to the current 8.5 mgd and added tertiary treatment and ultraviolet light disinfection improvements. In conjunction with the 2007 improvements to the WSWPCF, the 48-inch trunk line from the City limits to the treatment plant influent headworks was lined, thereby reducing its effective diameter to 42-inches.

The City’s wastewater system currently consists of about 191 miles of collection system pipelines ranging in sizes from 4 to 42 inches in diameter, with 6 inches being the predominant size (see Figure 2-5: Wastewater Collection System). The pipelines discharge into a 48-inch sewer outfall trunk line that flows southwest to

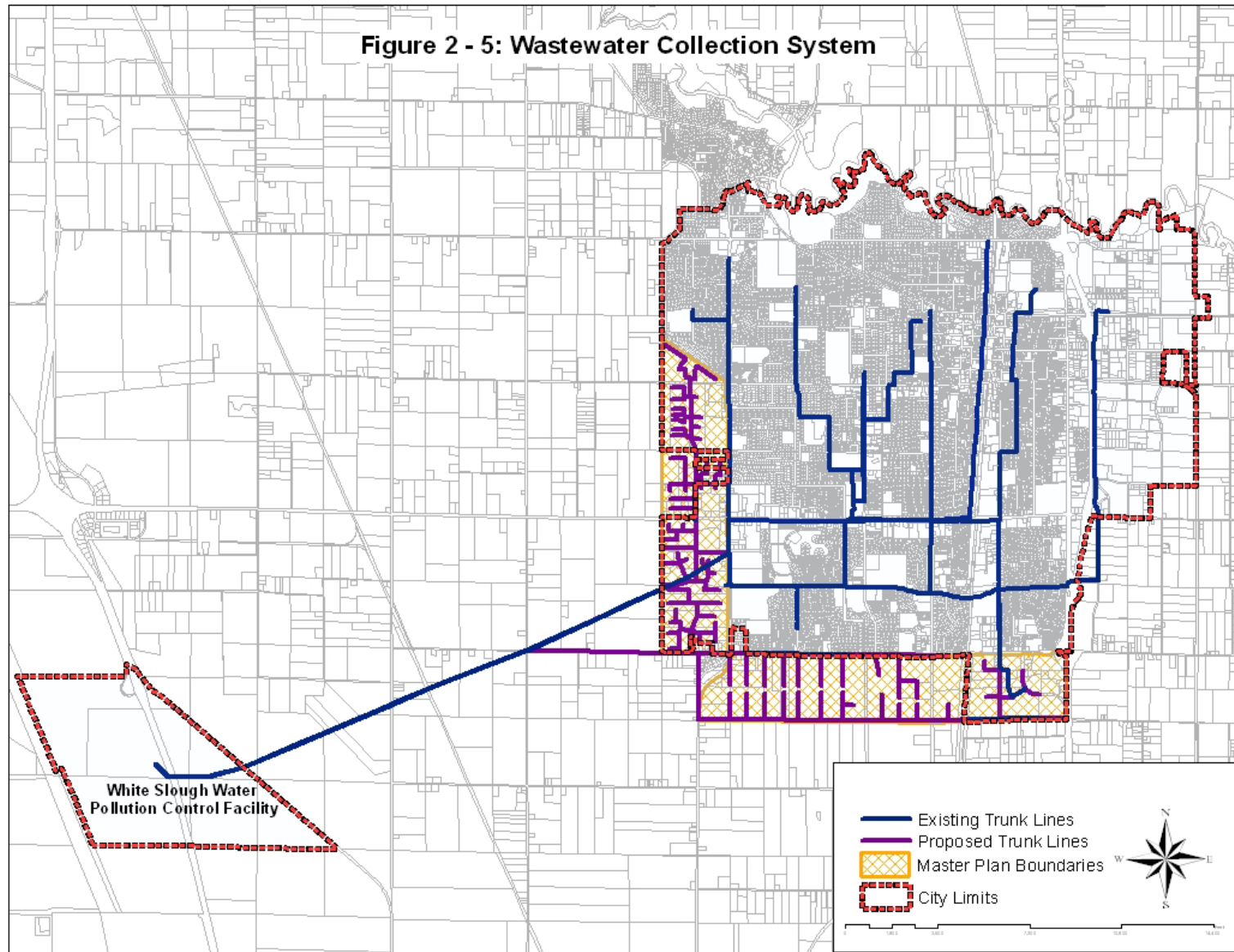
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the City's White Slough Water Pollution Control Facility (WSWPCF). The 48-inch outfall trunk line was originally constructed of concrete material and was lined with a dual wall PVC slip-line pipe material in 2008, reducing its diameter to 42 inches. There are six trunk sewers (Hutchins Street, Mills Avenue, Ham Lane, Lower Sacramento Road, Stockton Street/Washington Street, Beckman Road) serving the city that generally flow from the north to the south. The six trunk pipelines connect to the Century Boulevard Trunk Line that flows east to west, and into a 42 inch outfall trunk line to the White Slough.

The Wastewater Master Plan was prepared in April of 2012. Utilizing the proposed land uses and buildout scenario of the 2030 General Plan, sewer generation estimations were developed for the various land uses, including volume and characteristic flows. The sewer generation estimates would be used to adequately size and maintain sewer system facilities. The current wastewater treatment facility is anticipated to meet the needs of new development through 2035. No additional expansion of the treatment plant is planned at this time.

The proposed Wastewater Collection System Master Plan identifies two new trunk lines to be added to the existing wastewater system. One of the two trunk lines will flow from the east to the west and will be located along the southern boundaries of the General Plan limits. The trunk line will extend one-half mile east of State Route 99, westward to Lower Sacramento Road, north along Lower Sacramento Road/Extension Road and west along Harney Lane to Davis Road where the trunk line will connect to the existing 42 inch outfall trunk line. A second trunk line will flow from the north to the south along the western boundaries of the City limits. The trunk line will extend from north of Lodi Avenue and south along Westgate Drive and connect into the 42-inch outfall trunk line south of Kettleman Lane. The wastewater collection system network is illustrated in Figure 2-5.

There are five lift stations, Evergreen Pump Station, Woodlake Pump Station, Rivergate Pump Station, Mokelumne Pump Station and Cluff Pump Station located in the northern area of the city, and two lift stations, Tienda Pump Station and Harney Lane Pump Station located in the southern area of the City.

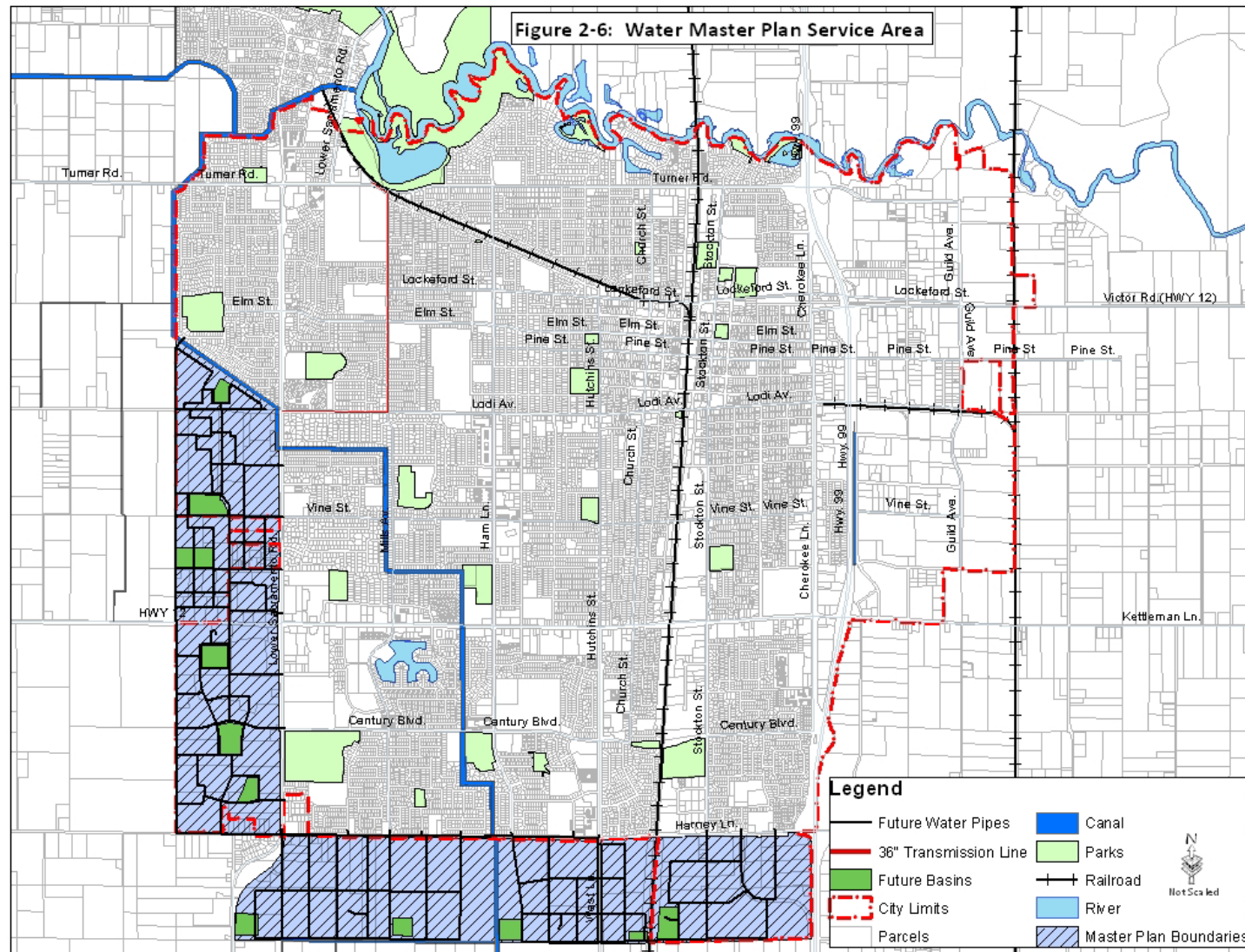


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### **WATER MASTER PLAN**

The Water Distribution System Master Plan was also prepared in April of 2012. The 2010 General Plan specifies in Section 3 – Growth Management and Infrastructure, GM-P11, that the City “prepare master plan documents as necessary during the planning period to address the infrastructure needs of existing and projected growth, and to determine appropriate infrastructure provisions for each phase.” The proposed Water Master Plan analyzed the groundwater pumping and distribution system to provide service to the study area. The study area for the 2012 Water Master Plan coincides with the General Plan limits for Phases 1 and 2 developments, adding approximately 1,581 acres to the service area. The boundaries of the 2012 Water Master Plan are shown in Figure 2-6: Distribution System Map. General Plan development phases are shown on map Figure 2-7: General Plan Development Phases Map. This map establishes the correlation between the Master Plans and the General Plan. The area south of Kettleman Lane and east of SR 99 is not part of the proposed water study area.

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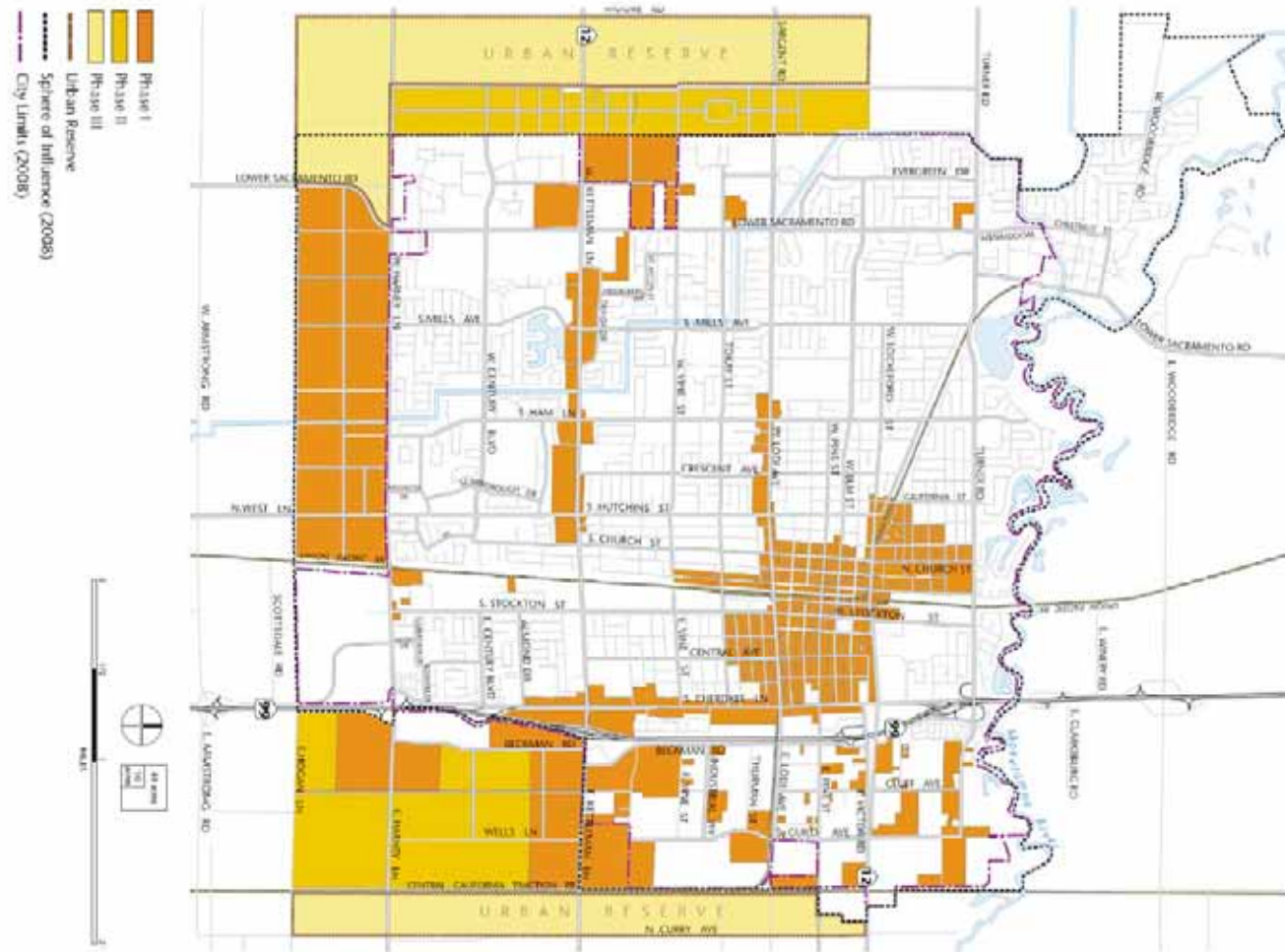
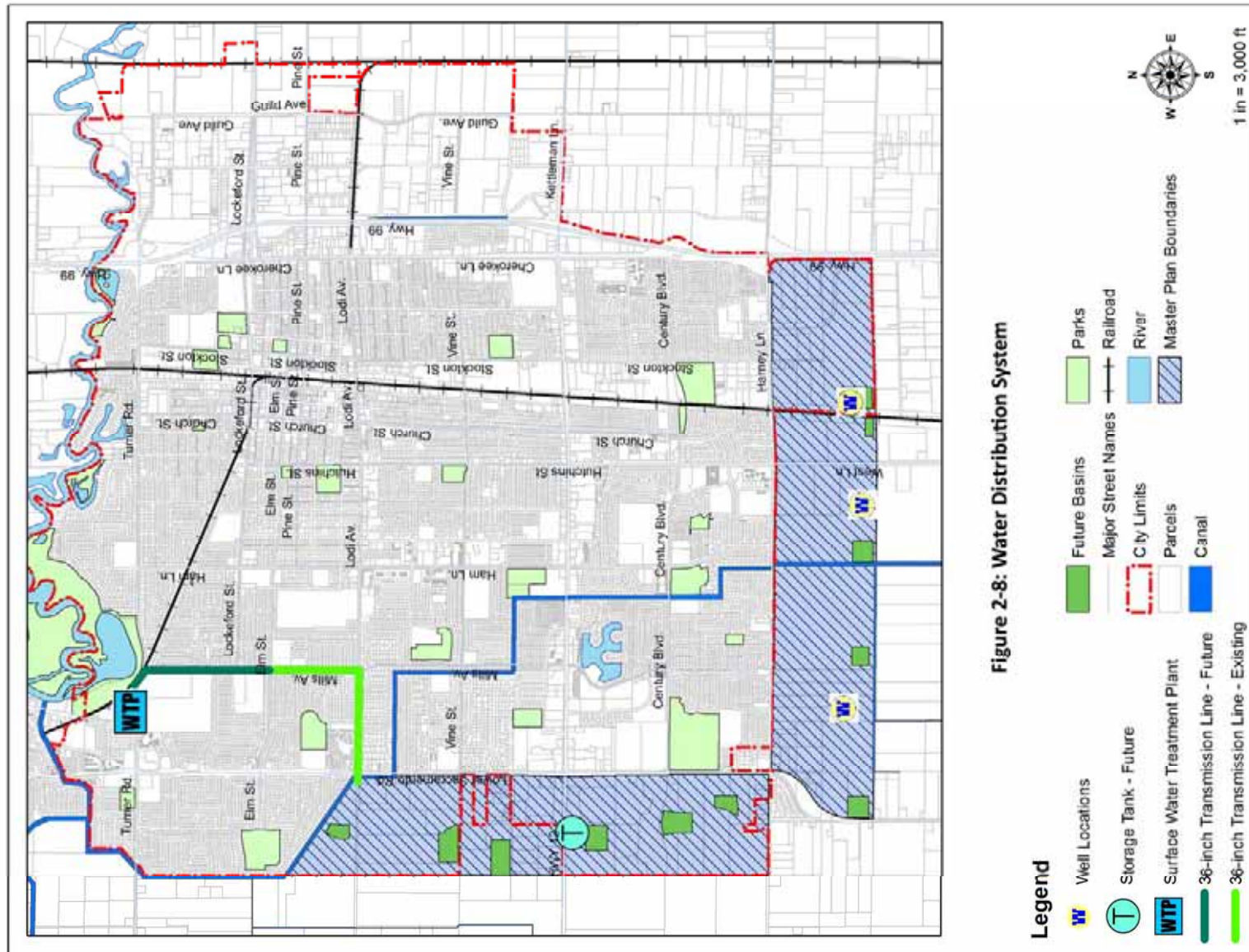


Figure 2-7: General Plan Development Phases

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The City currently utilizes groundwater as its sole source of supply. Current water infrastructure includes a 240-mile grid network of 6, 8, 10, 12 and 14-inch diameter mains, two water storage tanks with a combined storage capacity of 1.1 million gallons, and a total of 28 groundwater wells spaced at half-mile intervals throughout the City. The capacity of the wells ranges from 1.2 to 3.0 million gallons per day (mgd) and the total capacity of the 28 existing wells is 54 mgd. Among the 28 existing wells, only 14 wells currently have standby chlorination equipment. The groundwater is normally not chlorinated in the distribution system.

The City plans to maintain its groundwater pumping at a sustainable yield in the future. A safe yield of approximately 15,000 AFY has been estimated for the aquifer serving Lodi based on water balance calculations performed using data primarily from the Eastern San Joaquin Groundwater Management Plan. This safe yield estimate reflects an acreage-based relationship. Therefore, as the City's land area increases, the estimated safe yield of the underlying aquifer will likely increase. The safe yield estimate will be revisited if additional studies are completed revising the safe yield of the basin. The 2010 City of Lodi Urban Water Management Plan (UWMP) has assumed 15,000 AFY or 2.3 acre-feet per acre as the amount of groundwater available during all future (post-2005) years.

In addition, the City entered into an agreement with Woodbridge Irrigation District (WID) in 2003 to purchase 6,000 acre-feet per year (AFY) of surface water for a period of 40 years. The water will be diverted at Woodbridge Dam. The City is constructing a water treatment facility necessary to treat and deliver drinking water from this source. Construction is expected to be completed in Fall of 2012. Ultimately, the nominal capacity of the plant is 8 million gallons per day while the peak capacity is 10 million gallons per day. On January 16, 2008, the agreement was amended by extending the term of the agreement by 4 years to 2047 and allowing a total of 42,000 acre feet of water to be banked for future use. The average annual delivery of surface water to the City would be 7,200 acre feet per year or 2.345 billion gallons per year.

**Table 2-1: CURRENT AND PLANNED WATER SUPPLIES**

| Source   | 2005          | 2010          | 2015          | 2020          | 2025          |
|--|---------------|---------------|---------------|---------------|---------------|
| Groundwater, AFY                                 | 17,300        | 15,000        | 15,000        | 15,000        | 15,000        |
| WID Contract, AFY                                | 0             | 7,200         | 7,200         | 7,200         | 7,200         |
| <b>Totals AFY</b>                                | <b>17,300</b> | <b>22,200</b> | <b>22,200</b> | <b>22,200</b> | <b>22,200</b> |
| Recycled water used for irrigation not included. |               |               |               |               |               |
| Source: Urban Water Management Plan, 2010        |               |               |               |               |               |

The City is in the process of installing water meters on all unmetered water services. In 2010, the City reviewed the water use characteristics of about 3,000 metered residential accounts. This occurred prior to the implementation of new metered water rates. That analysis of usage indicated that single family residences used an average of about 22 hundred cubic feet (CCF) per month, which is equivalent to nearly 550 gallons per day (gpd).

According to the Master Plan, the combination of required water efficient plumbing fixtures, citywide metering, and billing for water and wastewater service on actual usage will result in a reduction in single family water demands to about 500 gpd (20 CCF per month or 0.56 AF per year). This is a 10 percent reduction in single family water demand.

The Water Distribution System Master Plan identifies new wells south of Harney Lane, 1.5MG storage tank on Kettleman Ln., and a 36" transmission line on Mills Avenue and Lodi Avenue as shown on the Figure 2-6: Water Master Plan Service Area. The locations of the new wells and storage tank are based on the projected peak hour demand deficiencies. A total of 31 wells and the surface water treatment facilities will be required to meet the City's water demands thru the year 2035.

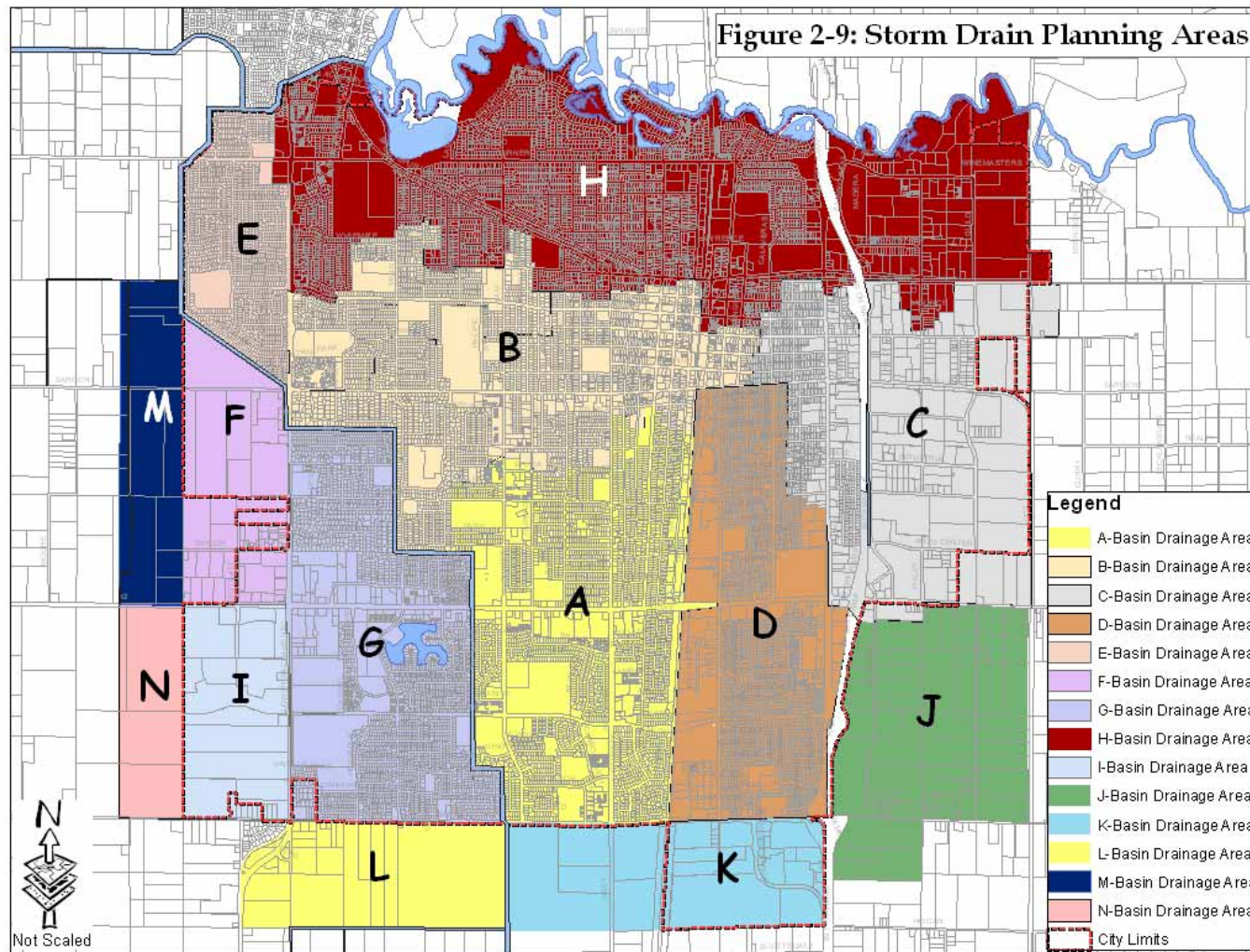
### STORM DRAINAGE SYSTEM MASTER PLAN

The Storm Drainage System Master Plan was prepared concurrently with the Wastewater Collection System, Water Distribution System Master Plan, and Bicycle Master Plan in April of 2012. Currently, the City maintains a network of conveyance pipelines and storm pump stations with storage basins located around the City. The basins are interconnected with adjacent drainage areas so that the disposal of nuisance waters and moderate storm water runoff could be accomplished by gravity flow to storm pump stations with ultimate disposal to the Mokelumne River or the Woodbridge Irrigation District (WID) canal. By diverting lower flows directly to terminal drainage facilities, the basins are utilized for multiple uses including recreations, recharge, and storm water detention.

The 2011 Storm Drainage Master Plan has been expanded to coincide with the General Plan limits adding Areas J, K, L, M and N., as presented in Figure 2-9: Storm Drain Planning Areas. These have been further divided into several smaller planning areas. This Storm Drainage Master Plan will only address Areas F, I, K and L for the following reasons. First, facilities required to serve Areas F, I, K, and L are independent of those facilities serving J, M, and N. Second, the planning horizon for this Storm Drainage Master Plan is 2035 and development is not expected to occur in Areas J, M, and N before that time. Should development occur in these areas, this Storm Drainage Master Plan will need to be amended.

## 2.0 PROJECT DESCRIPTION





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### **Area A**

This area is generally bounded by Tokay Street on the north, Union Pacific Railroad (UPRR) on the east, Harney Lane on the south, and the WID canal on the west. Area A is divided into two sub-areas: A-1 and A-2. Sub-area A-1 extends from Tokay Street to Kettleman Lane. The detention basin serving sub-area A-1 (Kofu Park) is located immediately north of the City of Lodi Municipal Services Center at Ham Lane and Kettleman Lane. The detention basin serving sub-area A-1 disposes storm water through natural recharge and by a pump station. Flows from the pump station are sent to the A-2 pump station for discharge into the WID canal.

Sub-area A-2 lies between Kettleman Lane and Harney Lane. The detention basin serving sub-area A-2 (Beckman Park) is located on Century Boulevard next to the WID canal. The A-2 pump station has an outfall connection into the WID canal. The A-2 pump station is one of two existing outfall connections into the WID canal. The areas within sub-areas A-1 and A-2 are fully developed and most storm drainage facilities have been constructed.

### **Area B**

This area is generally bounded by Lockeford Street on the north, Washington Street on the east, Tokay Street on the south, and Lower Sacramento Road on the west. Area B is divided into two sub-areas; B-1 and B-2. Sub-area B-1 extends northerly from Tokay Street to Elm Street. The detention basin serving sub-area B-1 (Vinewood Park) is located on Tokay Street just east of Mills Avenue. This detention basin disposes storm water through natural recharge and by a pump station.

Sub-area B-2 lies between Elm Street and Lockeford Street. The detention basin serving sub-area B-2 (Henry Graves Park) is located on Oxford Way, 500 feet east of Lower Sacramento Road. This detention basin disposes storm water through natural recharge and by a pump station. Flows from both the B-1 and B-2 pump stations are sent to the Shady Acres pump station for discharge into the WID canal. The areas within sub-areas B-1 and B-2 are fully developed and most storm drainage facilities have been constructed.

### **Area C**

This area is generally bounded by Lockeford Street on the north, Central California Traction Company Railroad (CCT) on the east, Kettleman Lane on the south, and 500 feet west of Washington Street on the west. The detention basin serving area C (Pixley Park) is partially constructed at this time and is located on Vine Street, 600 feet east of Beckman Road. Once fully constructed, the detention Basin C will dispose storm water through natural recharge and by a pump station that will be constructed in the future. Flows from the pump station will be diverted to the Cluff Avenue pump station and pumped to the Mokelumne River.

### **Area D**

This area is generally bounded by Lodi Avenue on the north, Cherokee Lane on the east, Harney Lane on the south, and the UPRR on the west. The detention basin

serving area D (Salas Park) is located at Stockton Street and Century Boulevard. The detention basin disposes storm water through natural recharge and by a pump station. Flows from the pump station are pumped to the A-2 pump station and then discharged to the WID canal.

#### **Area E**

This area is bounded by the WID canal on the north, west and south and Lower Sacramento Road on the east. The detention basin serving area E (Peterson Park) is located on Elm Street, ¼ mile west of Lower Sacramento Road. This detention basin disposes storm water through natural recharge and by a pump station. Flows from the pump station are sent to the Lodi Lake pump station located at Turner Road and Mills Avenue where it is pumped into the Mokelumne River. The areas within area E are near fully developed and the storm drainage facilities have been fully constructed.

#### **Area F**

This area is bounded by the WID canal on the north, Lower Sacramento Road on the east, Kettleman Lane on the south, and ½ mile west of Lower Sacramento Road. Area F is divided into sub-areas, F-1, F-2, and F-3. Sub-area F-1 is that portion lying between the WID canal and Lodi Avenue. Sub-area F-2 is that portion lying between Lodi Avenue and Vine Street. Sub-area F-3 is that portion lying between Vine Street and Kettleman Lane. Justifications for dividing Area F in this manner are: 1) property ownerships align with the sub-area boundary, 2) planning sub-areas are approximately equal-sized, 3) sub-areas are configured in a fashion consisted with the expected phasing of development and 4) sub-area topography is conducive to the design of gravity flow facilities.

#### **Area G**

This area is bounded by WID canal on the north, WID canal on the east, Harney Lane on the south, and the Lower Sacramento Road on the west. Area G is divided into two sub-areas, G-1 and G-2. Sub-area G-1 lies between the WID canal to Century Boulevard. The detention basin serving sub-areas G-1 and G-2 is located at De Benedetti Park (G-Basin) located at Lower Sacramento Road and Century Boulevard. Storm water runoff from sub-area G-1 and most of sub-area G-2 can bypass G Basin and flow directly to A-2 pump station if needed. The areas within sub-area G-2 are between Century Boulevard and Harney Lane. The areas within Area G are almost fully developed and the storm drainage facilities serving this area have been constructed. Flows from the pump station will be diverted to the A-2 pump station for release into the WID canal.

#### **Area H**

This area is generally bounded by the limits of the urban development bordering the Mokelumne River on the north, the CCT on the east, Lockeford Street on the south, and Lower Sacramento Road on the west. Area H discharges storm water by gravity flow and four pump stations located at Lodi Lake, Lincoln Avenue, Turner Road, and Cluff Avenue directly into the Mokelumne River. Area H has 17 outfall connections into the Mokelumne River. Area H, with the exception of east of State Route 99, is fully developed.

### **Area I**

Boundaries for this area include Kettleman Lane on the north, Lower Sacramento Road on the east, Harney Lane on the south, and one-half mile west of Lower Sacramento Road on the west. Area I is divided up into sub-areas: I-1, I-2, and I-3. Sub-area I-1 is that portion lying between Kettleman Lane and  $\frac{1}{4}$  mile south of Kettleman Lane. Sub-area I-2 is that portion lying between  $\frac{1}{4}$  mile south of Kettleman Lane and 600 feet south of Century Boulevard. Sub-area I-3 is that portion lying between 600 feet south of Century Boulevard and Harney Lane. Justifications for dividing Area I in this manner are: 1) planning sub-areas are approximately equal-sized, 2) property ownerships align with sub-area boundaries and 3) sub-area topography is conducive to the design of gravity flow facilities.

### **Area K**

This area is bounded by Harney Lane on the north, State Route 99 on the east, one-half mile south of Harney Lane on the south, and the WID canal on the west. Area K is divided into sub-areas: K-1, K-2, and K-3 as shown in Figure 1. Sub-area K-1 extends westerly from Highway 99 to the Union Pacific Railroad (UPRR) tracks. Sub-area K-2 lies between the UPRR tracks and West Lane. Sub-area K-3 is located between West Lane and the WID Canal. Each sub-area is distinct because of ownership characteristics, physical barriers (i.e., railroad, street, canal), and the phasing of development

### **Area L**

Boundaries for this area include Harney Lane on the north, the WID canal on the east, one-half mile south of Harney Lane on the south, and Lower Sacramento Road on the west. Area L is divided into two sub-areas, L-1 and L-2. Sub-area L-1 is that portion lying between the WID canal and the extension of Mills Avenue. Sub-area L-2 is that portion lying between the extension of Mills Avenue and Lower Sacramento Road. Justifications for dividing Area L in this manner are: 1) property ownerships align with the sub-area boundary and 2) sub-area sizes are conducive to the design of gravity flow facilities.

### **BICYCLE MASTER PLAN**

The Bicycle Master Plan was prepared in April 2012 concurrently with Waster, Wastewater and Storm Drainage master plans. This Bicycle Master Plan provides a broad vision, strategies and actions for the improvement of the bicycling environment in Lodi. The Bike Master Plan was developed to compliment the Transportation element of the 2010 Lodi General Plan. The purpose of the Plan is to expand the existing network, complete network gaps,

provide greater connectivity, educate, encourage and to maximize funding sources.

The Plan envisions the City of Lodi with a transportation system that supports the City's goals for sustainability, active living and community where bicycling is an integral part of daily life. The system will include a comprehensive, safe, and logical citywide bicycle network that will support bicycling as a viable, convenient and popular travel choice for residents and visitors. A key purpose for the Plan is to satisfy requirements of the California Bicycle Act, to qualify for funding from Bicycle Transportation Account (BTA), and other state and federal funding programs.

### **Transportation Setting**

The City of Lodi is accessible by highways and both regional and local transit. State Highway 12 (east-west) runs through the center of the City. State Highway 99 runs north-south and connects the City with other San Joaquin County cities to the south and Sacramento County cities to the north.

The current Bicycle Master Plan, prepared by Brady and Associates, Inc., was adopted November 16, 1994. The intent of this plan was to institute bicycle network and programs; and to prioritize projects for implementation as funds become available. Since 1994, several bicycle facilities have been installed within the city since then. In 2002, the plan was updated and approved by the City Council to include additional proposed bicycle facilities. This action allowed City of Lodi to receive funds for several bicycle facilities. Figure 2-10: Existing Bike Routes map captures the existing bike facilities within the City.

### **Bicycle Facilities**

Today the City of Lodi has 23 miles of existing bikeways. Below is the distribution of bikeway miles based on bikeway classification:

| <b>Bikeway Classification</b> | <b>Mileage</b> |
|-------------------------------|----------------|
| Class I Bike Paths            | 0.1            |
| Class II Bike Lanes           | 46.4           |
| Class III Bike Routes         | 1.0            |
| <b>Total</b>                  | <b>47.5</b>    |

#### **Class I Bikeways (Bike Paths)**

Class I Bikeways are completely separate facilities designated for the exclusive use of bicyclists and pedestrians with minimal vehicle crossings. Currently, there is one Class I Bikeways from the Lodi Lake swimming area to Turner Road and Mills Avenue, and a multi-use path around the lake that allows vehicle, bicycle and pedestrian use. In addition, there are proposed Class I Bikeways along the Woodbridge Irrigation Canal right-of-way and along the Victor Road/Lockeford Street railroad right-of-way, between the City's eastern boundary and downtown.

**Class II Bikeways (Bike Lanes)**

Class II Bikeways are signed and striped lanes designated for the use of bicycles on a street or highway. Vehicle parking and vehicle/pedestrian cross-flow are permitted at designated locations. Class II bicycle lanes are provided on segments of Lower Sacramento Road, Mills Avenue, Elm Street, Kettleman Lane, Century Boulevard, Harney Lane, Stockton Street, Central Avenue, Crescent Avenue, and Vine Street.

**Class III Bikeways (Bike Routes)**

Class III Bikeways are routes designated by signs or pavement markings for bicyclists within the vehicular travel lane (i.e., shared use) of a roadway. Portions of Beckman Road and Elm Street are currently designated as Class III bicycle routes. Figure 2-11 illustrates type of bikeways and provides dimensions, sizes and other relevant information.

**Bicycle Parking**

Bicycle parking can range from a simple and convenient bicycle rack to storage in a bicycle locker or cage that protects against weather, vandalism and theft. Bicycle parking is available throughout the City at retail destinations such as the Sunwest Plaza, Vintner's Square, Reynolds Ranch, City facilities and grocery stores such as Safeway, Save-Mart, etc. The City requires all commercial, office, industrial, medical and high medium and high residential developments to provide bicycle parking facilities.

**Project Goals and Objectives**

The goal of the 2012 Bicycle Master Plan is to update the current Bicycle Master Plan and provide guidance to implement bicycle facilities. Goals of the plans are to:

- Provide bicycle facilities to serve the needs of all types of cyclists in Lodi.
- Coordinate with bicycle facilities that exist and are planned for construction in unincorporated San Joaquin County;
- Allow for priority use by cyclists on particular trails;
- Provide a continuous network of bike lanes on the City's arterial streets to allow for commuting to major destinations. These bikeways serve experienced cyclists who commute;
- Provide a second continuous network of dedicated bike paths and designated bikeways on streets with low traffic volumes. These bikeways serve bicyclists who prefer quiet facilities with streets that have low traffic volume and speeds; and
- Provide facilities and programs that will support bicycling as a commuting option and recreational activity over the long term. These programs will serve and encourage all types of cyclists.

The overall objective is to implement the projects and programs described in the Plan over the life of the General Plan as development occurs. Proposed new bike facilities are illustrated on Figure 2-12: Proposed Bike Routes.



### **Plan Recommendations**

Key aspects of this Bicycle Master Plan are programs the City can enact to support and encourage cycling. These programs will be studied by the City for implementation when funding is available”

- **Bicycle On Transit** services should be provided to accommodate bicycles on public transportation vehicles.
- **Public Bicycle Parking** identifies key locations citywide for bicycle parking installation, a bike parking plan for downtown and a recommended bicycle parking ordinance.
- **Private Bicycle Parking** should become a requirement for all new commercial construction and renovations.
- **Network Improvements** fill gaps in the existing network so the community has a seamless bicycle network to use.
- **Spot Improvements** identify specific locations for focused improvements.

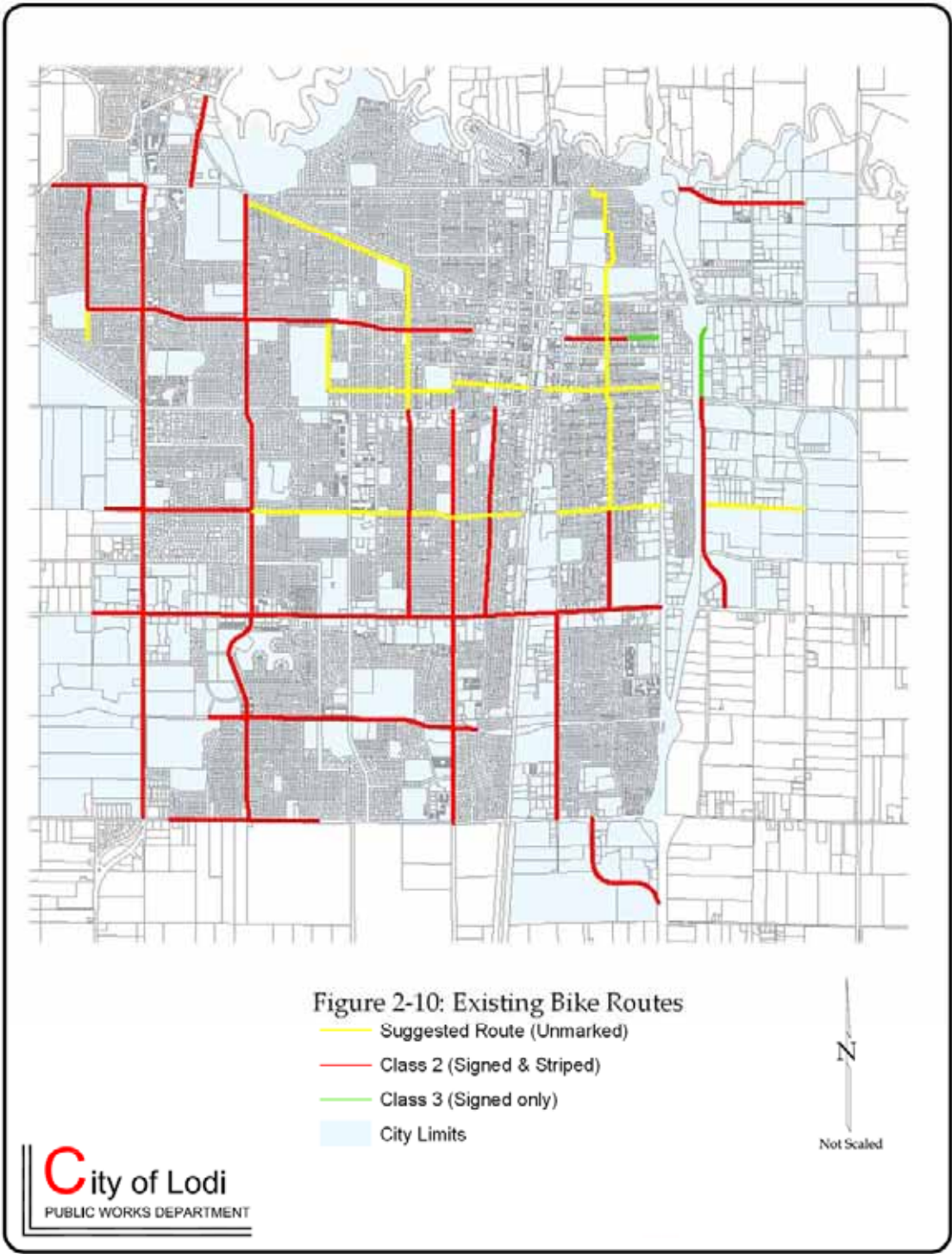
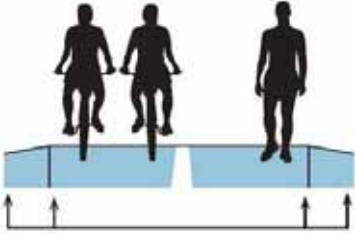
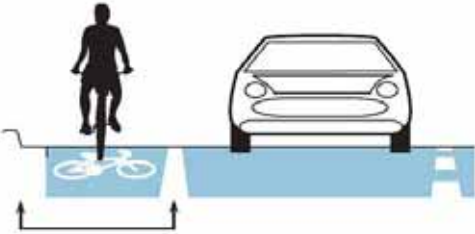
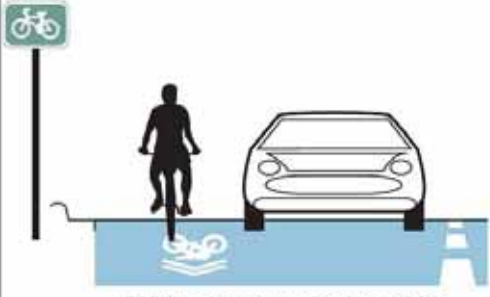
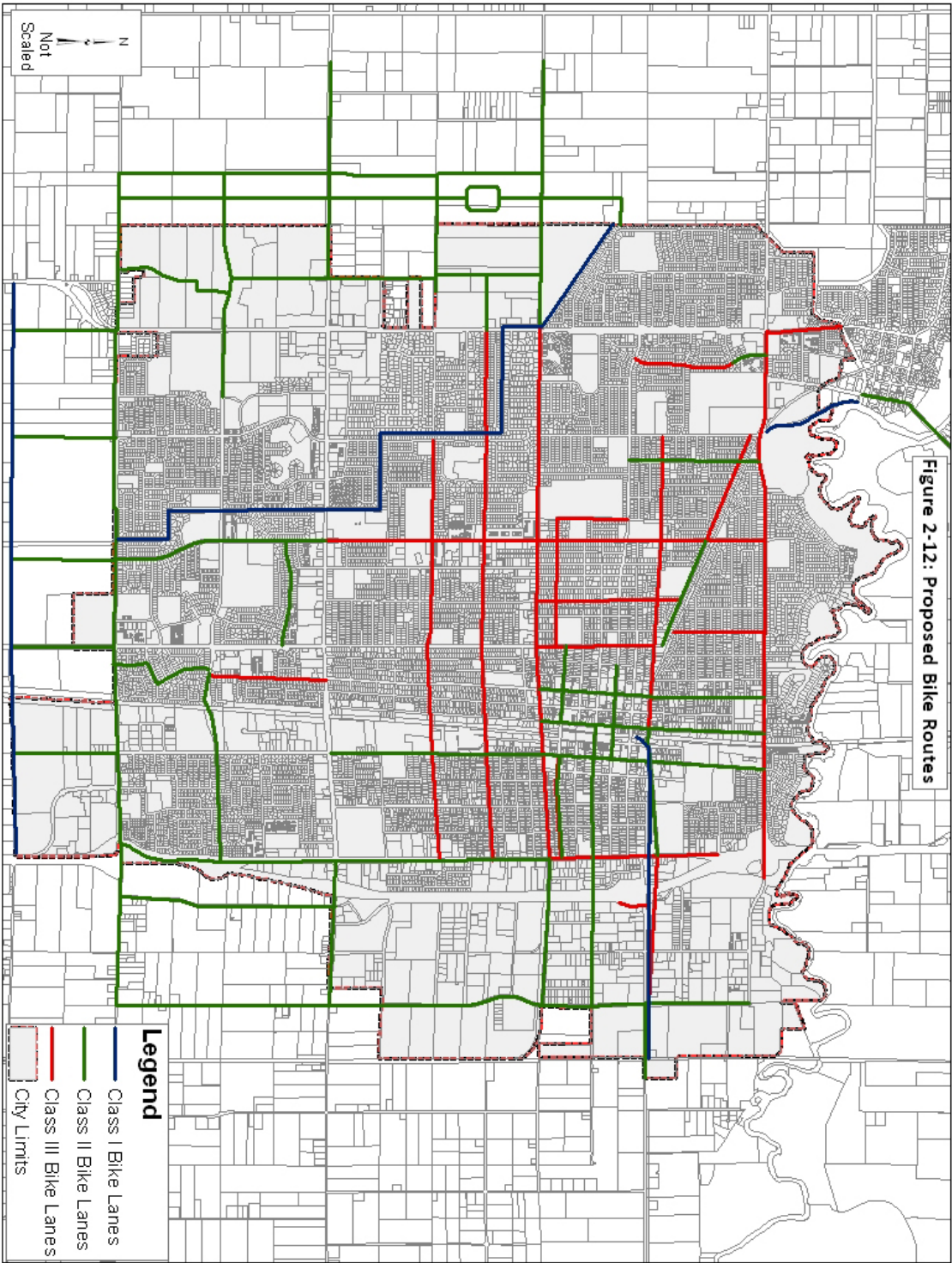


Figure 2-11: Bikeway Facility Types

|  | Typical Sections  | Locational Criteria  |
|--|---|--|
| <b>Class 1</b><br>(Bike Path or<br>Bike Trail) |  <p>8' paved + 2' graded edge min. for two-way<br/>(Greater width recommended where high bike volumes or high levels of mixed use occur)</p> | <p>Right-of-way separated from motor vehicular traffic. Used where adjacent roadway speeds and ADTs are too high for safe joint use, for connections through open space areas and parks, or where no other facility type is feasible.</p>                                  |
| <b>Class 2</b><br>(Bike Lane or<br>Bikeway)    |  <p>5' minimum total width<br/>(Wider lane recommended where bike volumes are expected to be high - maximum of 8')</p>                     | <p>Within vehicular right-of-way, but delineated by warning symbols and striping. May be used where roadway speeds and ADTs are fairly high, but adequate roadway width is available. Directness and number of users are significant factors.</p>                          |
| <b>Class 3</b><br>(Bike Route)                 |  <p>(Wider than standard outside lane recommended)</p>   | <p>Within vehicular right-of-way, but delineated by directional signage only. Used where roadway speeds and ADTs are fairly low, and where route directness and number of users is not likely to be significant. Primarily for route directions on suggested roadways.</p> |



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## Section 3

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### 3.1 - ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

The environmental factors checked below would be potentially affected by this project as indicated by the checklist on the following pages.

| Environmental Factors Potentially Affected                  |  |  |
|---|--|--|
| <input type="checkbox"/> Aesthetics                         | <input type="checkbox"/> Agriculture Resources         | <input type="checkbox"/> Air Quality             |
| <input type="checkbox"/> Greenhouse Gas Emissions           | <input type="checkbox"/> Biological Resources          | <input type="checkbox"/> Cultural Resources      |
| <input type="checkbox"/> Geology/Soils                      | <input type="checkbox"/> Hazards & Hazardous Materials | <input type="checkbox"/> Hydrology/Water Quality |
| <input type="checkbox"/> Land Use/Planning                  | <input type="checkbox"/> Mineral Resources             | <input type="checkbox"/> Noise                   |
| <input type="checkbox"/> Population/Housing                 | <input type="checkbox"/> Public Services               | <input type="checkbox"/> Recreation              |
| <input type="checkbox"/> Transportation/Traffic             | <input type="checkbox"/> Utilities/Services Systems    |  |
| <input type="checkbox"/> Mandatory Findings of Significance |  |  |

### 3.2 ENVIRONEMNTAL DETERMINATION: On the basis of this initial evaluation:

- ☐ I find that the proposed project could not have a significant effect on the environment, and a Negative Declaration will be prepared.
- ☒ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A Mitigated Negative Declaration will be prepared.
- ☐ I find that the proposed project MAY have a significant effect on the environment, and an Environmental Impact Report is required.
- ☐ I find that the proposed project MAY have a “potentially significant impact” or “potentially significant unless mitigated” impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measure based on the earlier analysis as described on attached sheets. An Environmental Impact Report is required, but it must analyze only the effects that remain to be addressed.
- ☐ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or Negative Declaration pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or Negative Declaration, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Konradt Bartlam, Community Development Director

Date



**NOTICE OF AVAILABILITY AND NOTICE TO OF INTENT TO ADOPT A NEGATIVE DECLARATION**

Notice is hereby given that the City of Lodi, Community Development Department, has completed an initial study and proposed a Negative Declaration pursuant to the California Environmental Quality Act for the project described below.

The initial study prepared by the City was undertaken for the purpose of determining whether the proposed Harney Lane Specific Plan may have a significant effect on the environment. On the basis of the initial study, Community Development Department staff has concluded that the proposed Harney Lane Specific Plan will not have a significant effect on the environment, and therefore has prepared a proposed Negative Declaration 12-ND-01. The initial study reflects the independent judgment of the City.

**FILE NUMBER:** 12-ND-01

**PROJECT TITLE:** City of Lodi Master Plans

**PROJECT LOCATION:** The Lodi Master Plans study area includes the current city boundaries and the Lodi 2010 General Plan planning area. The Mokelumne River forms the northern edge of the city; Harney and Hogan lane southern edge. The Central California Traction Line (CCT) railroad (north of Kettleman Lane) and SR-99 (south of Kettleman Lane) form the eastern boundary. The western boundary extends approximately one-half mile west of Lower Sacramento Road. Lodi (exclusive of White Slough Water Pollution Control Facility) encompasses an area of 12.3 square miles.

**PROJECT DESCRIPTION:** The City of Lodi has prepared a Wastewater Collection System Master Plan, Water Distribution System Master Plan, Storm Drainage System Master Plan, and Bicycle Master Plan, which together make up the City's Master Plans. The Master Plans were prepared and developed consistent with the recently adopted 2010 General Plan. The Master Plans are an integral part of the City's General Plan and involve establishment and adoption of policy documents to accommodate future growth. No physical improvements or construction activities are proposed in conjunction with adoption of the Master Plans. This Initial Study and ND evaluated whether the proposed Master Plans would result in physical impacts beyond those addressed in the General Plan EIR. The Master Plans do not include design-level details for any single infrastructure improvement project. The goal of the Initial Study analysis is to evaluate the potential environmental impacts could occur due to adoption of the Master Plans. Based on the analysis of this Initial Study, a negative declaration is sufficient for adoption of the proposed Master Utility Plans. The City will



conduct specific analyses of future infrastructure project designs and locations to determine appropriate environmental documentation and mitigations measures.

**PUBLIC REVIEW PERIOD:** The proposed Negative Declaration will be circulated for a 30-day public review period, beginning on **Wednesday, June 13, 2012** and ending on **Thursday, July 12, 2012**.. Copies of the document are available for review at the following locations:

- **Community Development Department**, 221 West Pine Street, Lodi, CA 95240
- **Lodi Public Library**, 201 West Locust Street, Lodi, CA 95240
- **Public Works Department**, 221 West Pine Street, Lodi, CA 95240

The Mitigated Negative Declaration is also available for review on the internet at the following web address: [http://www.lodi.gov/com\\_dev/EIRs.html](http://www.lodi.gov/com_dev/EIRs.html)

Any person wishing to comment on the Initial Study and proposed Negative Declaration must submit such comments in writing **no later than 5:30 pm on Wednesday, July 12, 2012** to the City of Lodi at the following address:

Community Development Director  
City of Lodi  
P. O. Box 3006  
Lodi, CA 95241

Facsimiles at (209) 333-6842 will also be accepted up to the comment deadline (please mail the original). For further information, contact Immanuel Bereket, Associate Planner, at (209)333-6711.

Konradt Bartlam, Community Development Director  
City of Lodi  
P. O. Box 3006  
Lodi, CA 95241

The City will provide additional public notices when the public hearings have been scheduled to consider approval of the proposed Negative Declaration and the other entitlements for the project.

  
\_\_\_\_\_  
Konradt Bartlam, Community Development Director

6-12-12  
\_\_\_\_\_  
Date

**PROPOSED NEGATIVE DECLARATION**

Prepared pursuant to City of Lodi Environmental Guidelines, §§ 1.7 (c), 5.5

**FILE NUMBER:** 12-ND-01

**PROJECT TITLE:** City of Lodi Master Plans

**PROJECT LOCATION:** The Lodi Master Plans study area includes the current city boundaries and the Lodi 2010 General Plan planning area. The Mokelumne River forms the northern edge of the city; Harney and Hogan lane southern edge. The Central California Traction Line (CCT) railroad (north of Kettleman Lane) and SR-99 (south of Kettleman Lane) form the eastern boundary. The western boundary extends approximately one-half mile west of Lower Sacramento Road. Lodi (exclusive of White Slough Water Pollution Control Facility) encompasses an area of 12.3 square miles.

**PROJECT DESCRIPTION:** The City of Lodi has prepared a Wastewater Collection System Master Plan, Water Distribution System Master Plan, Storm Drainage System Master Plan, and Bicycle Master Plan, which together make up the City's Master Plans. The Master Plans were prepared and developed consistent with the recently adopted 2010 General Plan. The Master Plans are an integral part of the City's General Plan 2010 and involve establishment and adoption of policy documents to accommodate future growth. No physical improvements or construction activities are proposed in conjunction with adoption of the Master Plans. This Initial Study and ND evaluated whether the proposed Master Plans would result in physical impacts beyond those addressed in the General Plan EIR. The Master Plans do not include design-level details for any single infrastructure improvement project. The goal of the Initial Study analysis is to evaluate the potential environmental impacts could occur due to adoption of the Master Plans. Based on the analysis of this Initial Study, a negative declaration is sufficient for adoption of the proposed Master Utility Plans. The City will conduct specific analyses of future infrastructure project designs and locations to determine appropriate environmental documentation and mitigations measures.

**NAME OF PROJECT PROPONENT/APPLICANT:**

City of Lodi , Public Works Department  
221 West Pine Street  
Lodi, CA 95240

A copy of the Initial Study ("Environmental Information Form" and "Environment Checklist") documenting the reasons to support the adoption of a Negative Declaration is available at the City of Lodi Community Development Department.

Mitigation measures are ☒ are not ☐ included in the project to avoid potentially significant effects on the environment.

The public review on the proposed Negative Declaration will commence on **Wednesday, June 13, 2012** and ending on **Thursday, July 12, 2012**. Copies of the document are available for review at the following locations:

- **Community Development Department**, 221 West Pine Street, Lodi, CA 95240
- **Lodi Public Library**, 201 West Locust Street, Lodi, CA 95240
- **Public Works Department**, 221 West Pine Street, Lodi, CA 95240

The City will provide additional public notices when the public hearings have been scheduled to consider approval of the Negative Declaration.

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Konradt Bartlam, Community Development Director

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Date

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## Section 4

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| Issues   | Potentially Significant Impact | Less Than Significant With Mitigation Incorporated | Less-Than-Significant Impact        | No Impact                           |
|--|--------------------------------|--|-------------------------------------|-------------------------------------|
| <b>4.1 AESTHETICS .</b>  |                                |  |                                     |                                     |
| <i>Would the Project:</i>  |                                |  |                                     |                                     |
| a. Have a substantial adverse effect on a scenic vista?  | <input type="checkbox"/>       | <input type="checkbox"/>                           | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| b. Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway? | <input type="checkbox"/>       | <input type="checkbox"/>                           | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| c. Substantially degrade the existing visual character or quality of the site and its surroundings?  | <input type="checkbox"/>       | <input type="checkbox"/>                           | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| d. Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?                                    | <input type="checkbox"/>       | <input type="checkbox"/>                           | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |

The proposed project consists of the preparation and adoption of four Master Plans. The Master Plans involve the City's wastewater collection, water distribution, storm drainage systems, and bike master plans. No physical improvements or construction activities are proposed in conjunction with implementation of Master Plans. All pipeline improvement projects, including storm drain, water, and wastewater pipelines, and bike lane installations will be evaluated for their impact on the environment at a future date on project-by-project basis. Therefore, the adoption of the proposed Master Plans would not involve any physical changes to the environment.

#### Regulatory Setting:

The proposed project would implement the General Plan goals and policies in the *Growth Management and Infrastructure and Transportation Element* of the General Plan and *Visual Resources* component of the General Plan EIR designed to reduce visual impacts. Applicable City Policies include, but are not limited to, the following:

- **GM-G2:** Provide infrastructure – including water, sewer, stormwater, and solid waster/recycling systems- that is designed and consistent with the projected capacity requirements and development phasing.
- **GM-P8:** Ensure that public facilities and infrastructure—including water supply, sewer, and stormwater facilities—are designed to meet projected capacity requirements to avoid the need for future replacement and upsizing, pursuant to the General Plan and relevant master planning.
- **GM-P11:** Prepare master plan documents as necessary during the planning period to address the infrastructure needs of existing and projected growth, and to determine appropriate infrastructure provision for each phase. Existing master plan documents should be used until new master plans are developed, and updates should occur as follows:
  - A sanitary sewer system master plan should be undertaken soon after General Plan adoption. In particular, this master plan should address how to best provide sewer service for the growth on the east side of the city and for infill development, and to determine if additional

- wastewater flows will need to be diverted into the proposed South Wastewater Trunk Line.
- A Citywide stormwater master plan should be prepared soon after General Plan adoption to confirm or revise existing planning studies.
  - A White Slough Water Pollution Control Facility master plan should be completed during the early stages of Phase 1, most likely in 2013 or 2014.
  - A recycled water master plan was prepared in May 2008 and is current as of 2009. It may be appropriate to update this document when the next WSWPCF master plan is prepared, in 2013 or 2014, to evaluate the feasibility of constructing a scalping plant to provide recycled water for use within the city.
  - A potable water supply and distribution master plan is not urgently needed, as of 2009. Future planning should be completed as necessary.
  - The Urban Water Management Plan should be updated on a five year basis in compliance with State of California mandated requirements. Future plans should be developed in 2010, 2015, 2020, 2025, and 2030.
- **T-P22:** Use the City's Bike Master Plan as a comprehensive method for implementing bicycle circulation, safety, and facilities development. Update the Plan for consistency with the General Plan.

#### Impact Analysis:

- (a) Determination of significance for potential impacts to visual resources is based primarily on the level of visual sensitivity in an area. Scenic vistas typically consist of a far reaching view, such as a panoramic view of a skyline or ridgeline, and provide an aesthetic public benefit (i.e. available to the general public). All roads nationally designated as such are considered part of America's Byways collection and must possess at least one of these six intrinsic qualities: historic, cultural, natural, scenic, recreational, and/or archaeological. To receive an All-American Road designation, a road must possess multiple intrinsic qualities that are nationally significant and contain one-of-a-kind features that do not exist elsewhere. The road must also be considered a "destination unto itself," and must provide an exceptional travel experience. (<http://www.scenic.org/byways>).

No scenic vistas or other scenic resources have been identified within the City of Lodi. The project does not propose the construction of any new structures that could block views. The project limits currently consist of rural residential, agricultural and open space land uses. The nearest highways to the project limits are SR-12 and SR-99, which are not considered state scenic highways and would not be impacted. Scenic resources, such as rock outcroppings and historic buildings, are not known to exist within the project limits. Further, the Master Plans do not involve construction, site grading, and disturbing. Future construction project would be viewed for potential environmental impact on project basis. Therefore, because the proposed project would not affect a known scenic vista or damage scenic resources, impacts would be considered *less-than-significant*.

**Significance Determination:** Less than significant.

**Mitigation Measures:** Mitigation measures are not required.

**Significance After Mitigation:** No impact.

- (b) There are no designated scenic highways within the City of Lodi. The proposed Master Plans are not expected to damage any existing historic buildings. The General Plan and General Plan EIR have not identified any scenic rock outcroppings within the City of Lodi. Adoption of the Master Plans does not involve physical improvements or result in construction activities. Future construction project would be viewed for potential environmental impact on project basis. Therefore, because the proposed project would not affect a known scenic vista or damage scenic resources, impacts would be considered *less-than-significant*.

**Significance Determination:** No impact.

**Mitigation Measures:** Mitigation measures are not required.

**Significance After Mitigation:** No impact.

- (c) A project is generally considered to have a significant aesthetic impact if the project substantially changes the character of the project site such that it becomes visually incompatible in comparison to that of its surroundings.

The Master Plans involve development of infrastructure for future implementation and construction. The Master Plans are intended to implement the above mentioned General Plan policies.<sup>1</sup> The proposed Master Plans would not affect any text in the General Plan relative to aesthetics. The visual character of the City will not be degraded through implementation of the proposed project. Therefore, no impact would occur.

**Significance Determination:** No impact.

**Mitigation Measures:** Mitigation measures are not required.

**Significance After Mitigation:** No impact.

- (d) Building materials (i.e., reflective glass and polished surfaces) are the most substantial sources of glare. The amount of glare depends on the intensity and direction of sunlight, which is more acute at sunrise and sunset because the angle of the sun is lower during these times. Nighttime light sources include, but are not limited to, residential developments, vehicles (headlights), overhead street lighting, parking lot lighting, and security related lighting for non-residential uses. However, the Master Plans do not involve any construction activities. Therefore, no impact would occur.

**Significance Determination:** No impact.

**Mitigation Measures:** Mitigation measures are not required.

**Significance After Mitigation:** No impact.

#### Sources:

City of Lodi. *Lodi General Plan*. Prepared by Dytte & Bhatia, Inc. April 2010.

<sup>1</sup> City of Lodi General Plan 2010. Growth Management and Infrastructure Element. P. 3.1-32.

California, State of, Department of Transportation. *San Joaquin County Officially Designated State Scenic Highways and Historic Parkways* 2009. Available online at [http://www.dot.ca.gov/hq/LandArch/scenic\\_highways/index.htm](http://www.dot.ca.gov/hq/LandArch/scenic_highways/index.htm)

California, State of, Department of Transportation. *Scenic Highway Guidelines*. Also available online at

[http://www.dot.ca.gov/hq/LandArch/scenic/guidelines/scenic\\_hwy\\_guidelines.pdf](http://www.dot.ca.gov/hq/LandArch/scenic/guidelines/scenic_hwy_guidelines.pdf)

U.S. Department of Transportation, Federal Highway Administration. *The National Scenic Byways Program*. (<http://www.scenic.org/byways>).



| Issues   | Potentially<br>Significant<br>Impact | Less Than<br>Significant<br>With Mitigation<br>Incorporated | Less-Than-<br>Significant<br>Impact | No<br>Impact                        |
|--|--------------------------------------|---|-------------------------------------|-------------------------------------|
| <b>4.2 AGRICULTURE RESOURCES:</b>  |                                      |   |                                     |                                     |
| <i>In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. Would the Project:</i> |                                      |   |                                     |                                     |
| a. Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program in the California Resources Agency, to non-agricultural use?   | <input type="checkbox"/>             | <input type="checkbox"/>                                    | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| b. Conflict with existing zoning for agricultural use, or a Williamson Act contract?   | <input type="checkbox"/>             | <input type="checkbox"/>                                    | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| c. Conflict with existing zoning for, or cause rezoning of forest land (as defined in PRC Sec. 4526), or timberland zoned Timberland Production (as defined in PRC Sec. 51104 (g)?   | <input type="checkbox"/>             | <input type="checkbox"/>                                    | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| d. Result in loss of forest land or conversion of forest land to non-forest use?   | <input type="checkbox"/>             | <input type="checkbox"/>                                    | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| e. Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use?  | <input type="checkbox"/>             | <input type="checkbox"/>                                    | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |

**Regulatory Setting:**

The proposed project would implement the General Plan goals and policies in the *Growth Management and Infrastructure and Transportation Elements* of the General Plan and *Visual Resources* component of the General Plan EIR designed to reduce visual impacts. Applicable City Policies include, but are not limited to, the following:

- **GM-G1:** Ensure contiguous, paced and orderly growth by identifying phases for development. Allow development in subsequent phases only once thresholds of reasonable development in prior phases have been archived.
- **GM-P2:** Target new growth into identified areas, extending south, west, and southeast. Ensure contiguous development by requiring development to conform to phasing described in Figure 3-1. Enforce phasing through permitting and infrastructure provision. Development may not extend to Phase 2 until Phase 1 has reached 75% of development potential (measured in acres) and development may not extend to Phase 3 until Phase 2 has reached 75% of development potential. In order to respond to market changes in the demand for various land use types, exemptions may be made to allow for development in future phases before these thresholds in the previous phase have been reached.
- **C-G1:** Promote preservation and economic viability of agricultural land surrounding Lodi.

- **C-P3:** Support the continuation of agricultural uses on lands designated for urban uses until urban development is imminent.
- **C-P4:** Encourage San Joaquin County to conserve agricultural soils, preserve agricultural land surrounding the city and promote the continuation of existing agricultural operations, by supporting the county's economic programs.

### **Farmland Mapping and Monitoring Program Classification**

The Department of Conservation (DOC) Farmland Mapping and Monitoring Program (FMMP) prepares Important Farmland maps periodically for most of the state's agricultural areas based on information from Natural Resources Conservation Service (NRCS) soil survey maps, Land Inventory and Monitoring (LIM) criteria developed by NRCS, and land use information mapped by the California Department of Water Resources (DWR). These criteria generally are expressed as definitions that characterize the land's suitability for agricultural production, physical and chemical characteristics of the soil, and actual land use. Important Farmland maps generally are updated every 2 years.

- (a) Agriculture has historically been an important part of Lodi's land use and economy. Impacts resulting from conversion of important farmland, including conversions for infrastructure improvements, were considered and analyzed in the City's General Plan EIR (2009). In addition, the City's General Plan policies C-P7 and C-P8<sup>2</sup> involve mitigation measures aimed for the preservation of agricultural land and activities. The proposed Master Plans are implementing directives of the said General Plan and involve no construction activities. Future construction projects would be subjected to environmental review on a project-by-project basis. Because the proposed Master Plans and the fee program would not convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance, the project would have no impact from conversion of farmland.

**Significance Determination:** No Impact.

**Mitigation Measures:** Mitigation measures are not required.

**Significance After Mitigation:** No impact.

- (b) The proposed Master Plans do not involve physical improvements or construction activities. Subsequent development in the Plan Area, including all Subdivisions, Site Plan Reviews, Planned Development Review, and Conditional Use Permits will be subject to environmental review on a project-by-project basis. Therefore, no impact would occur due to the proposed the Master Plans.

**Significance Determination:** No Impact.

**Mitigation Measures:** Mitigation measures are not required.

**Significance After Mitigation:** No impact.

- (c) A significant impact may occur if the proposed Project were to result in the conversion of forest land to non-forest land. The proposed project does not contain any improvements on land considered forest land (as defined in Public Resources Code

<sup>2</sup> City of Lodi General Plan 2010. Conservation Element. P. 7.1-40.

section 12220[g]), timberland (as defined by Public Resources Code section 4526), and is not zoned Timberland Production (as defined by Government Code section 51104[g]). Therefore, the proposed project would have **no impact** with regard to conversion of forest land or any potential conflict with forest land, timberland, or Timberland Production zoning.

**Significance Determination:** No Impact.

**Mitigation Measures:** Mitigation measures are not required.

**Significance After Mitigation:** No impact.

- (d) A significant impact may occur if the proposed Project were to result in the conversion of forest land to non-forest land. The proposed project does not contain any improvements on land considered forest land (as defined in Public Resources Code section 12220[g]), timberland (as defined by Public Resources Code section 4526), and is not zoned Timberland Production (as defined by Government Code section 51104[g]). Therefore, the proposed project would have **no impact** with regard to conversion of forest land or any potential conflict with forest land, timberland, or Timberland Production zoning.

**Significance Determination:** No Impact.

**Mitigation Measures:** Mitigation measures are not required.

**Significance After Mitigation:** No impact.

- (e) Most of the proposed project limits are in areas currently used as agricultural land and classified as Prime Farm Land by the Department of Conservation (DOC) Farmland Mapping and Monitoring Program (FMMP). Physical installation of the plans is expected to be commensurate with urban development in these areas. As a result, the proposed project would not cause conversion of farmland to non-agricultural use greater than what has been anticipated and analyzed by the General Plan. The General Plan EIR found that a significant and unavoidable impact related to the conversion of farmland would occur. However, Findings of Fact and Statement of Overriding Considerations were adopted as part of the Certification of the 2010 General Plan EIR. The Master Plans study area is designated for development and would require annexation and pre-zoning prior to development and in depth environmental review at a project level. Therefore, the Master Plans would not conflict with existing zoning for agricultural use. Therefore, the proposed project would have **no impact**.

**Significance Determination:** No Impact.

**Mitigation Measures:** Mitigation measures are not required.

**Significance After Mitigation:** No impact.

**Sources:**

California Department of Conservation, Division of Land Resource Protection. *San Joaquin County Important Farmland 2006*. June 2008.

\_\_\_\_\_. Farmland Mapping and Monitoring Program (2004-2006).

City of Lodi. *Lodi General Plan*. Prepared by Dytte & Bhatia, Inc. April 2010.

City of Lodi. *Lodi General Plan EIR 2010*. Prepared by Dytte & Bhatia, Inc. SCH Number: 2009022075. April 2010.



| Issues  | Potentially<br>Significant<br>Impact | Less Than<br>Significant<br>With Mitigation<br>Incorporated | Less-Than-<br>Significant<br>Impact | No<br>Impact                        |
|---|--------------------------------------|---|-------------------------------------|-------------------------------------|
| <b>4.3 AIR QUALITY.</b>   |                                      |   |                                     |                                     |
| <i>Would the Project:</i>   |                                      |   |                                     |                                     |
| a. Conflict with or obstruct implementation of the applicable air quality plan?   | <input type="checkbox"/>             | <input type="checkbox"/>                                    | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| b. Violate any air quality standard or contribute substantially to an existing or Projected air quality violation?  | <input type="checkbox"/>             | <input type="checkbox"/>                                    | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| c. Result in a cumulatively considerable net increase of any criteria pollutant for which the Project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)? | <input type="checkbox"/>             | <input type="checkbox"/>                                    | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| d. Expose sensitive receptors to substantial pollutant concentrations?  | <input type="checkbox"/>             | <input type="checkbox"/>                                    | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| e. Create objectionable odors affecting a substantial number of people?   | <input type="checkbox"/>             | <input type="checkbox"/>                                    | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |

### Introduction

The City of Lodi is located in the San Joaquin Valley Air Basin (SJVAB). Air quality conditions in the SJVAB are regulated by the San Joaquin Valley Air Pollution Control District (SJVAPCD). The following sections describe the overall regulatory framework for air quality management in California and the region, discuss federal and state ambient air quality standards, summarize existing air quality conditions in the Project area, and identify sensitive receptors in the Project area.

### Regional Climate and Topography

The area's climate is considered "inland Mediterranean" and is characterized by warm, dry summers and cool winters. Summer high temperatures often exceed 100°F, averaging in the low 90s in the northern valley and high 90s in the south. Although marine air generally flows into the basin from the Sacramento-San Joaquin River Delta, the surrounding mountain ranges restrict air movement through and out of the valley. Wind speed and direction influence the dispersion and transportation of ozone precursors, particulate matter less than 10 microns in diameter (PM<sub>10</sub>), and carbon monoxide (CO); the more wind flow, the less accumulation of these pollutants.

The vertical dispersion of air pollutants in the SJVAB is limited by the presence of persistent temperature inversion (warm air over cool air). Because of differences in air density, the air above and below the inversion does not mix. Ozone (O<sub>3</sub>) and its precursors will react to produce higher concentrations under an inversion and will trap directly emitted pollutants, such as CO. Precipitation and fog tend to reduce or limit pollutant concentrations. Ozone needs sunlight for its formation, and clouds and fog block the required radiation. CO is slightly water soluble, so precipitation and fog tend to reduce CO concentrations in the atmosphere. PM<sub>10</sub> is somewhat "washed" from the atmosphere with precipitation. Annual

precipitation in the San Joaquin Valley decreases from north to south, with about 20 inches in the north, 10 inches in the middle, and less than 6 inches in the southern part of the valley.

### **Air Quality Management**

The air quality management agencies of direct importance in San Joaquin County include the U.S. Environmental Protection Agency (EPA), California Air Resources Board (ARB), and the SJVAPCD. EPA has established federal ambient air quality standards for which ARB and the SJVAPCD have primary implementation responsibility. ARB and the SJVAPCD are also responsible for ensuring that state ambient air quality standards are met. The SJVAPCD is also responsible for implementing strategies for air quality improvement and recommending mitigation measures for new growth and development.

Air quality is determined primarily by the type and amount of contaminants emitted into the atmosphere, the size and topography of the air basin, and its meteorological conditions. State and federal criteria pollutant emission standards have been established for six pollutants: CO, O<sub>3</sub>, PM<sub>10</sub> and PM<sub>2.5</sub> [particulates 2.5 microns or less in diameter], nitrogen dioxide (NO<sub>2</sub>), sulfur dioxide (SO<sub>2</sub>), and lead. Within the SJVAB, the SJVAPCD is responsible for ensuring that these emission standards are not violated.

Existing air quality conditions in the Project area can be characterized in terms of the ambient air quality standards that the federal government and California have established for several different pollutants. For some pollutants, separate standards have been set for different measurement periods. Most standards have been set to protect public health and welfare with an adequate margin of safety. For some pollutants, standards have been based on other values (such as protection of crops, protection of materials, or avoidance of nuisance conditions). The national ambient air quality standards (NAAQS), which describe acceptable conditions, were first authorized by the federal Clean Air Act of 1970. Air quality is considered in "attainment" if pollutant levels are below or equal to the NAAQS continuously and exceed them no more than once each year. The California Ambient Air Quality Standards (CAAQS), which describe adverse conditions, were authorized by the state legislature in 1967. Pollution levels must be below the CAAQS before a basin can attain the standard.

### **Sensitive Receptors**

The SJVAPCD defines sensitive receptors as "facilities that house or attract children, the elderly, people with illnesses, or others who are especially sensitive to the effects of air pollutants (San Joaquin Valley Air Pollution Control District 2002)." Typical sensitive receptors are residences, hospitals, schools, parks, and places of worship.

### **San Joaquin Valley Air Pollution Control District Thresholds**

SJVAPCD does not require construction emissions to be quantified. Rather, it requires implementation of effective and comprehensive feasible control measures to reduce PM<sub>10</sub> emissions (San Joaquin Valley Air Pollution Control District 2002). SJVAPCD considers PM<sub>10</sub> emissions to be the greatest pollutant of concern when assessing construction-related air quality impacts. It has determined that compliance with its Regulation VIII, including implementation of all feasible control measures specified in its *Guide for Assessing Air Quality Impacts* (San Joaquin Valley Air Pollution Control District 2002) constitutes sufficient mitigation to reduce construction-related PM<sub>10</sub> emissions to less-than-significant levels and minimize adverse air quality effects. Since the publication of the district's guidance manual,



the district has revised some of the rules making up Regulation VIII, Guidance from district staff indicates that implementation of a dust control plan would satisfy all of the requirements of SJVAPCD Regulation VIII. Although explicit thresholds for construction-related emissions of ozone precursors are not enumerated in the *Guide for Assessing and Mitigating Air Quality Impacts*, the SJVAPCD considers a significant impact to occur when construction emissions of reactive organic gases (ROG) or oxides of nitrogen (NO<sub>x</sub>) exceed 10 tons per year.

On December 15, 2005, SJVAPCD adopted Rule 9510, Indirect Source Review. This rule fulfills the district's emission reduction commitments in the PM<sub>10</sub> and Attainment Plans through emission reductions from the construction and use of development Projects through design features and onsite measures. Rule 9510 requires implementation of control measures to mitigate construction related NO<sub>x</sub> and PM<sub>10</sub> emissions from roadway Projects in excess of 2.0 tons. If additional mitigation is necessary to achieve the required reductions, emissions offsets can be purchased. Compliance with Rule 9510 is separate from the CEQA process, although the control measures used to comply with the Rule 9510 may be used to mitigate CEQA impacts.

### General Plan Goals and Policies

The proposed project would implement the General Plan goals and policies in the *Conservation Element* of the General Plan and *Air Quality Resources* component of the General Plan EIR. Applicable City Policies include, but are not limited to, the following:

- **C-P48:** Require all construction equipment to be maintained and tuned to meet appropriate EPA and CARB emission requirements and when new emission control devices or operational modifications are found to be effective, such devices or operational modifications are to be required on construction equipment.
- **C-P49:** Continue to require mitigation measures as a condition of obtaining permits to minimize dust and air emissions impacts from construction.
- **C-P50:** Require contractors to implement dust suppression measures during excavation, grading, and site preparation activities. Techniques may include, but are not limited to:
  - Site watering or application of dust suppressants;
  - Phasing or extension of grading operations;
  - Covering of stockpiles;
  - Suspension of grading activities during high wind periods (typically winds greater than 25 miles per hour); and
  - Revegetation of graded areas.
- **C-P51:** Cooperate with other local, regional, and State agencies in developing and implementing air quality plans to achieve State and Federal Ambient Air Quality Standards and address cross-jurisdictional and regional transportation and air quality issues.
- **C-P52:** Use the San Joaquin Valley Air Pollution Control District's (SJVAPCD) *Guide for Assessing and Mitigating Air Quality Impacts* for determining and mitigating project air quality impacts and related thresholds of significance for use in environmental documents. The City shall consult with the SJVAPCD during CEQA review for projects that require air quality impact analysis and ensure that the SJVAPCD is on the distribution list for all CEQA documents.

- **C-P50:** Support recommendations to reduce air pollutants found in the San Joaquin Valley Air Pollution Control District (SJVAPCD) local attainment plans and use its regulatory authority to mitigate "point" sources of air pollution (e.g., factories, power plants, etc.).
- (a) A significant impact could occur if the proposed project conflicts with or obstructs implementation of the San Joaquin Valley Air Pollution Control District policies. The proposed project is a policy document designed to guide future development within the planning area over the long term. The Plans would follow all City policies meant to protect and improve air quality, integrate the air quality, land use, and transportation planning process, and reduce greenhouse gas emissions and global climate change. The impact analysis in the General Plan regarding conflict with or obstruction of implementation of an applicable air quality plan found the impact to be less-than-significant with implementation of the City's Construction Mitigation Measures (Policy C-P50).<sup>3</sup> All future development projects would be required to comply with General Plan Goals, Policies, and Policy Actions, as well as General Plan EIR Mitigation Measure AQ-3.8, which requires compliance with the San Joaquin Valley Air Pollution Control District (SJVAPCD) regulations and permitting requirements.

The proposed Master Plans are consistent with the recently updated General Plan. As implementation policy of the General Plan, and General Plan EIR, policy documents are considered to conflict with an Air Quality Plan or contribute to new air quality violations, as no physical development is proposed. In addition, the General Plan Air Quality Element cites the BMP as an implementing policy document for air quality improvements because it encourages bicycling for transportation purposes. This is consistent with air quality planning and transportation planning efforts in the region, which due to the ozone non-attainment status emphasize alternative modes of transportation. To the extent that increased levels of bicycling reduce vehicle trips, vehicle idling and vehicle miles traveled, implementation of the BMP Update would reduce the emissions of criteria pollutants, including NO<sub>x</sub> and ROG, the precursors to ozone. As a result, implementation of the BMP Update will not conflict with local, regional, state or federal air quality planning. Because the City would ensure that all of the improvement projects included in the Master Plans would adhere to all relevant General Plan air quality policies aimed at ensuring consistency with applicable air quality plans, impacts regarding conflict with or obstruction of implementation of the applicable air quality plan would be considered *no impact*.

**Significance Determination:** No Impact

**Mitigation Measures:** Mitigation measures are not required

**Significance After Mitigation:** No impact

- (b) A project may have a significant impact if project related emissions would exceed Federal, State, or regional standards or thresholds, or if project related emissions would substantially contribute to an existing or project air quality violations. As aforementioned in item (a), this project involves the adoption of Master Plans and involves no construction activities. Ultimate construction and operation of the improvements identified in the Master Plans could violate air quality standards. However, those projects would be subject to project-level environmental impact

<sup>3</sup> City of Lodi General Plan 2010. Conservation Element. P. 7.1-40.



analyses. The proposed project will not violate any air quality standard or contribute substantially to an existing or projected air quality violation since it does not involve physical improvements or construction activities. All future projects including, but not limited to, Subdivision Maps, Parcel Maps, Conditional Use Permits, Site Plan Review, and Planned Development Review projects must be evaluated to ensure compliance with air quality standards, including construction, area source, and operational emissions.

**Significance Determination:** No Impact

**Mitigation Measures:** Mitigation measures are not required

**Significance After Mitigation:** No impact

- (c) As discussed in checklist item 4.3(a) and(b), the project will not significantly increase the production of any criteria pollutant as described in section a), therefore, it is appropriate to conclude that the project's incremental contribution to criteria pollutant emissions is not cumulatively considerable. Future construction activities will be subject to environmental review on a project-by-project basis.

**Significance Determination:** No Impact

**Mitigation Measures:** Mitigation measures are not required

**Significance After Mitigation:** No impact

- (d) When quantifying mass emissions for localized analysis, only emissions that occur on-site are considered. Consistent with SJVAPCD Localized Significance Threshold (LST) methodology guidelines, emissions related to off-site delivery/haul truck activity and employee trips are not considered in the evaluation of localized impacts. As such, localized impacts that may result from the proposed Master Plans would be of no consequences as there no construction activity is being proposed at this time. Ultimate construction and operation any segment of the Master Plans would be subject to environmental review on a project-by-project basis.

**Significance Determination:** No Impact

**Mitigation Measures:** Mitigation measures are not required

**Significance After Mitigation:** No impact

- (e) According to the SJVAPCD *Guide For Assessing and Mitigating Air Quality Impacts*, land uses associated with odor complaints typically include agricultural uses, wastewater treatment plants, food processing plants, chemical plants, composting, refineries, landfills, dairies, and fiberglass molding facilities. This project involves adaptation and implementation of Master Plans. No construction activities or operations are proposed. As such, no potential odor impacts are anticipated due to the project.

**Significance Determination:** No Impact

**Mitigation Measures:** Mitigation measures are not required

**Significance After Mitigation:** No impact

**Sources:**

California Air Resources Board. 2005. *Air Quality and Land Use Handbook: A Community Health Perspective*.

City of Lodi. 2010. *City of Lodi General Plan Policy Document*. Prepared by Dytte and Bhatia, Inc., April 2010.

San Joaquin Valley Air Pollution Control District. 2002. Guide for assessing and mitigating air quality impacts. Mobile Sources/CEQA Pages 22-26. Section of the Planning Division of the san Joaquin Valley Air Pollution Control District. Fresno, CA.

| Issues   | Potentially<br>Significant<br>Impact | Less Than<br>Significant<br>With Mitigation<br>Incorporated | Less-Than-<br>Significant<br>Impact | No<br>Impact             |
|--|--------------------------------------|---|-------------------------------------|--------------------------|
| <b>4.4 GREENHOUSE GAS EMISSIONS.</b>   |                                      |   |                                     |                          |
| <i>Would the Project:</i>  |                                      |   |                                     |                          |
| a. Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?      | <input type="checkbox"/>             | <input type="checkbox"/>                                    | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b. Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases? | <input type="checkbox"/>             | <input type="checkbox"/>                                    | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

Since the adoption of AB 32, there has been little regulatory guidance regarding quantification of potential greenhouse gas (GHG) impacts. Given the complexity of the overall interactions between various global and regional scale air emissions, it is difficult to determine whether any proposed project would alter any existing conditions. No statewide significance threshold has been adopted. Although the San Joaquin Valley Air Pollution Control District has adopted interim guidance on GHG analysis, this guidance only applies to stationary sources.

The recently revised CEQA Guidelines indicate that the lead agency should use careful judgment in assessing potential GHG impacts. Pursuant to the Guidelines, the lead agency should make a good faith effort to describe a project's potential GHG emissions. The lead agency may, in its discretion, rely on a quantitative or qualitative analysis for these purposes (CEQA Guidelines, Section 15064.4(a))

- (a) Climate change is the distinct change in measures of climate for a long period of time.<sup>4</sup> Climate change can result from natural processes and from human activities. Natural changes in the climate can be caused by indirect processes such as changes in the Earth's orbit around the Sun or direct changes within the climate system itself (i.e. changes in ocean circulation). Human activities can affect the atmosphere through emissions of greenhouse gases (GHG) and changes to the planet's surface. Greenhouse gases differ from other emissions in that they contribute to the "greenhouse effect". The greenhouse effect is a natural occurrence that helps regulate the temperature of the planet. The majority of radiation from the Sun hits the Earth's surface and warms it. The surface in turn radiates heat back towards the atmosphere, known as infrared radiation. Gases and clouds in the atmosphere trap and prevent some of this heat from escaping back into space and re-radiate it in all directions. This process is essential to supporting life on Earth because it keeps the planet approximately 60° F warmer than without it. Emissions from human activities since the beginning of the industrial revolution (approximately 150 years) are adding to the natural greenhouse effect by increasing the gases in the atmosphere that trap heat, thereby contributing to an average increase in the Earth's temperature. Greenhouse gases (GHGs) occur naturally and from human activities. Greenhouse gases produced by human activities include carbon dioxide (CO<sub>2</sub>), methane (CH<sub>4</sub>), nitrous oxide (N<sub>2</sub>O), hydrofluorocarbons (HFCs), perfluorocarbons (PFCs), and sulfur hexafluoride (SF<sub>6</sub>). Since 1750, it is estimated that the concentrations of carbon

<sup>4</sup> United States Environmental Protection Agency. Frequently Asked Questions About Global Warming and Climate Change. Back to Basics. April 2009.

dioxide, methane, and nitrous oxide in the atmosphere have increased over 36 percent, 148 percent, and 18 percent, respectively, primarily due to human activity. Emissions of greenhouse gases affect the atmosphere directly by changing its chemical composition while changes to the land surface indirectly affect the atmosphere by changing the way the Earth absorbs gases from the atmosphere.

California is a substantial contributor of global greenhouse gases (GHG's), emitting over 400 million tons of CO<sub>2</sub> a year. Climate studies indicate that California is likely to see an increase of three to four degrees Fahrenheit over the next century. Methane is also an important GHG that potentially contributes to global climate change. GHG's are global in their effect, which is to increase the earth's ability to absorb heat in the atmosphere. As primary GHG's have a long lifetime in the atmosphere, accumulate over time, and are generally well-mixed, their impact on the atmosphere is mostly independent of the point of emission.

The impact of anthropogenic activities on global climate change is apparent in the observational record. Air trapped by ice has been extracted from core samples taken from polar ice sheets to determine the global atmospheric variation of CO<sub>2</sub>, methane, and nitrous oxide from before the start of the industrialization (approximately 1750), to over 650,000 years ago. For that period, it was found that CO<sub>2</sub> concentrations ranged from 180 parts per million (ppm) to 300 ppm. For the period from approximately 1750 to the present, global CO<sub>2</sub> concentrations increased from a pre-industrialization period concentration of 280 ppm to 379 ppm in 2005, with the 2005 value far exceeding the upper end of the pre-industrial period range.

The Intergovernmental Panel on Climate Change (IPCC) constructed several emission trajectories of GHG's needed to stabilize global temperatures and climate change impacts. It concluded that a stabilization of GHG's at 400 to 450 ppm carbon dioxide-equivalent concentration is required to keep mean global climate change below 2°C, which in turn is assumed to be necessary to avoid dangerous climate change.

#### City of Lodi Greenhouse Gas Emissions

In accordance with Assembly Bill 32 (AB 32) 2006 and Senate Bill (SB 97) 2007, the City of Lodi is implementing a policy that requires Negative Declarations, Mitigated Negative Declarations and Environmental Impact Reports prepared to comply with CEQA to include a GHG Emissions analysis. The adverse impacts of global climate change include impacts to water supply, air quality, fire hazards, sea level rise (flooding), and an increase in health related problems. AB 32 establishes a state goal of reducing GHG emissions to 1990 level by the year 2020. The long range reduction goal is reflected in Executive Order S-3-05, which requires GHG to be reduced to 80 percent below 1990 levels by 2050.

When dealing with air quality issues related to operation emissions, thresholds are usually compared to the net change in emissions compared to baseline conditions (normally existing conditions with no Project). In addition, there are currently no health-based standards that measure the threat GHGs, including CO<sub>2</sub>, pose on human health.

In comparison to existing conditions, implementation of the proposed Master Plans would not increase vehicle emissions generated by mobile source as well as emissions generated by stationary sources because it does not propose physical improvements or

construction activities. The City's General Plan is consistent with the State's goal of reducing GHG emissions to 1990 levels by 2020 and is consistent with the City of Lodi General Plan 2010 and accompanying EIR. Therefore, no impact is anticipated.

It should be noted that any future development project consistent with the General Plan would be required to implement all relevant City policies, such as Policy C-P36, which provides guidance on reducing GHG emissions and global climate change, as well as other policies included in the *Conservation Element* of the General Plan designed to promote a variety of energy conservation measures. In addition, each future development project would be required to comply with CARB's AB 32 Scoping Plan, including compliance with the cap-and-trade and other regulations, Governor's Office of Planning and Research (OPR) Technical Advisory, Office of the Attorney General measures, the CalGreen Code, and any other plans or regulations set forth for reducing GHG emissions at the time of project approval. Compliance with all applicable plans, policies, and regulations adopted for the purpose of reducing GHG emissions would help to ensure that project GHG emissions would not result in a significant impact on the environment.

**Significance Determination:** No Impact

**Mitigation Measures:** Mitigation measures are not required

**Significance After Mitigation:** No impact

- (b) As stated previously, adoption of the proposed Master Plans would not conflict with applicable regional or local plans, policies or regulations adopted for the purpose of reducing the emissions of greenhouse gases. The proposed Project would be consistent with the State's goals of reducing GHG emissions to 1990 levels by 2020. As such, the proposed Project's contribution to climate change/worldwide GHG emissions would be less than significant.

**Significance Determination:** No Impact

**Mitigation Measures:** Mitigation measures are not required

**Significance After Mitigation:** No impact

## Sources

California Air Resources Board (CARB), *Air Quality and Land Use Handbook: A Community Health Perspective*, 2005.

California Air Resources Board (CARB), *Ambient Air Quality Standards*, last updated February, 2007.

California Air Resources Board, *California 1990 Greenhouse Gas Emissions Level and 2020 Emissions Limit*, 2007.

San Joaquin Valley Air Pollution Control District (SJVAPCD), *Guide for Assessing and Mitigating Air Quality Impacts, Technical Document: Information for Preparing Air Quality Sections in EIRs*, Adopted August 20, 1998; January 10, 2002 revision.

San Joaquin Valley Air Pollution Control District (SJVAPCD), *District Air Quality Plans and Related Reports, Particulate Matter, and Ozone*, 2003.

San Joaquin Valley Air Pollution Control District (SJVAPCD), *Ambient Air Quality Standards and Valley Attainment Status*, 2005.

US Environmental Protection Agency, Inventory of US Greenhouse Gas Emissions and Sinks 1990-2006, 2008.

| Issues   | Potentially<br>Significant<br>Impact | Potentially<br>Significant With<br>Mitigation<br>Incorporated | Less-Than-<br>Significant<br>Impact | No<br>Impact                        |
|--|--------------------------------------|---|-------------------------------------|-------------------------------------|
| <b>4.5 BIOLOGICAL RESOURCES</b>  |                                      |   |                                     |                                     |
| <i>Would the proposal:</i>   |                                      |   |                                     |                                     |
| a. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service? | <input type="checkbox"/>             | <input type="checkbox"/>                                      | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| b. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?   | <input type="checkbox"/>             | <input type="checkbox"/>                                      | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| c. Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?   | <input type="checkbox"/>             | <input type="checkbox"/>                                      | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| d. Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of wildlife nursery sites?  | <input type="checkbox"/>             | <input type="checkbox"/>                                      | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| e. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?  | <input type="checkbox"/>             | <input type="checkbox"/>                                      | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| f. Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Conservation Community Plan, or other approved local, regional, or state habitat conservation plan?   | <input type="checkbox"/>             | <input type="checkbox"/>                                      | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |

### Regulatory Setting

#### Federal Endangered Species Act (ESA)

The ESA protects fish and wildlife species and their habitats that have been identified by US Fish and Wildlife Services (USFWS) or the National Marine Fisheries Service (NMFS) as threatened or endangered. *Endangered* refers to species, subspecies, or distinct population segments that are in danger of extinction through all or a significant portion of their range. *Threatened* refers to species, subspecies, or distinct population segments that are likely to become endangered in the near future. In general, NMFS is responsible for protection of federally listed marine species and anadromous fishes, whereas other listed species are under USFWS jurisdiction. Provisions of Sections 9 and 10 of the ESA may be relevant to the Project; these are summarized below.



## Section 9: Prohibitions

Section 9 of the ESA prohibits the take of any fish or wildlife species listed under the ESA as endangered. Take of threatened species is also prohibited under Section 9, unless otherwise authorized by federal regulations.<sup>1</sup> *Take* is defined by the ESA as intending "[to] harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct." *Harm* is defined as "any act that kills or injures the species, including significant habitat modification." In addition, Section 9 prohibits removing, digging up, cutting, and maliciously damaging or destroying federally listed plants on sites under federal jurisdiction.

## Section 10: Nonfederal Actions

In cases where a nonfederal entity is undertaking an action that does not have federal funding or require federal authorization, the take of listed species must be permitted by USFWS through the Section 10 process. If the proposed Project would result in the incidental take of a listed species, the applicant first must obtain an incidental take permit under ESA Section 10. To receive an incidental take permit, the nonfederal entity is required to prepare a habitat conservation plan that describes Project impacts and specifies conservation measures that avoid, minimize, and mitigate the Project's impact on listed species and their habitat.

The proposed Project would be a covered activity within the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP) area. The SJMSCP, in accordance with ESA Section 10 (a)(1)(B) provides compensation for conversion of open space to non-open space uses that affect plant, fish, and wildlife species covered by the plan (San Joaquin Council of Governments 2000).

## Federal Clean Water Act

The federal Clean Water Act (CWA) was enacted as an amendment to the federal Water Pollution Control Act of 1972, which outlined the basic structure for regulating discharges of pollutants to waters of the United States. The CWA serves as the primary federal law protecting the quality of the nation's surface waters, including lakes, rivers, and coastal wetlands. The Federal CWA is administered by the EPA and the USACE. USACE is responsible for regulating the discharge of fill material into waters of the United States (including lakes, rivers, streams, and their tributaries) and wetlands. Wetlands are defined for regulatory purposes as areas that are "inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances, do support a prevalence of vegetation typically adapted for life in saturated soil conditions" (Environmental Laboratory 1987:13).

The discharge of dredged or fill material into waters of the United States is subject to permitting under CWA Section 404. Certification from the applicable Regional Water Quality Control Board (RWQCB) is also required when a proposed activity may result in discharge into navigable waters, pursuant to CWA Section 401 and EPA's Section 404(b)(1) guidelines. On June 5, 2007, the EPA and the U.S. Department of the Army issued a memorandum titled Clean Water Act Jurisdiction Following the U.S. Supreme Court's Decision in *Rapanos v. United States & Carabell v. United States* that states that the agencies will assert jurisdiction over the following categories of water bodies: traditional navigable waters (TNWs), wetlands adjacent to TNWs, nonnavigable tributaries of TNWs that are



relatively permanent, and wetlands that abut such tributaries (U.S. Environmental Protection Agency and U.S. Department of the Army 2007).

### **Presidential Executive Order 13186: Federal Migratory Bird Treaty Act**

The MBTA (16 U.S. *Government Code* 703-7111 prohibits the take of any migratory bird or any part, nest, or eggs of any such bird. Under the act, *take* is defined as the action of or attempt to "pursue, hunt, shoot, capture, collect, or kill." This act applies to all persons and agencies in the United States, including federal agencies.

Executive Order CEO) 13186 for conservation of migratory birds (January 11,2001) requires that any Project with federal involvement address impacts of federal actions on migratory birds. The order is designed to assist federal agencies in their efforts to comply with the MBTA and does not constitute any legal authorization to take migratory birds. The order also requires federal agencies to work with USFWS to develop a memorandum of understanding (MOU). Protocols developed under the MOU must promote the conservation of migratory bird populations through the following means.

- Avoid and minimize, to the extent practicable, adverse impacts on migratory bird resources when conducting agency actions.
- Restore and enhance habitat of migratory birds, as practicable.
- Prevent or abate the pollution or detrimental alteration of the environment for the benefit of migratory birds, as practicable.

### **State Regulations**

#### **California Environmental Quality Act**

CEQA is the regulatory framework by which California public agencies identify and mitigate significant environmental impacts. A Project normally is considered to result in a significant environmental impact on biological resources if it substantially affects a rare or endangered species or the habitat of that species; substantially interferes with the movement of resident or migratory fish or wildlife; or substantially diminishes habitat for fish, wildlife, or plants.

The State CEQA Guidelines define rare, threatened, or endangered species as those listed under CESA and ESA, as well as any other species that meets the criteria of the resource agencies or local agencies (e.g., CDFG-designated species of special concern, CNPS-listed species). The State CEQA Guidelines stipulate that the lead agency preparing an environmental impact report must consult with and receive written findings from CDFG concerning Project impacts on species that are listed as endangered or threatened. The effects of a proposed Project on these resources are important in determining whether the Project has significant environmental impacts under CEQA.

#### **California Endangered Species Act**

California implemented CESA in 1984. The act prohibits the take of endangered and threatened species; however, habitat destruction is not included in the state's definition of take. Under CESA, take is defined as an activity that would directly or indirectly kill an individual of a species, but the definition does not include harm or harass. Section 2090 requires state agencies to comply with endangered species protection and recovery and to promote conservation of these species. CDFG administers the act and may authorize take through Section 2081 agreements (except for species designated as fully protected).

Regarding rare plant species, CESA defers to the CNPPA of 1977, which prohibits importing, taking, and selling rare and endangered plants. State-listed plants are protected mainly in cases where state agencies are involved in Projects under CEQA. In these cases, plants listed as rare under the CNPPA are not protected under CESA but can be protected under CEQA.

### **California Fish and Game Code**

#### **Fully Protected Species**

The California Fish and Game Code provides protection from take for a variety of species, referred to as fully protected species. Section 5050 lists fully protected amphibians and reptiles. Section 3515 prohibits take of fully protected fish species. Fully protected birds are listed in Section 3511, and fully protected mammals are listed in Section 4700. The California Fish and Game Code defines take as "hunt, pursue, catch, capture, or kill, or attempt to hunt, pursue, catch, capture, or kill." Except for take related to scientific research, all take of fully protected species is prohibited.

#### **Sections 3503 and 3503.5**

Section 3503 of the California Fish and Game Code prohibits the destruction of bird nests or eggs. Section 3503.5 prohibits the killing of raptor species and the destruction of raptor nests or eggs.

### **California Native Plant Protection Act**

The CNPPA prohibits importation of rare and endangered plants into California, and take or sale of rare and endangered plants. CESA defers to CNPPA, which ensures that state-listed plant species are protected when state agencies are involved in Projects subject to CEQA. In this case, plants listed as rare under CNPPA are not protected under CESA, but rather under CEQA.

### **Porter-Cologne Water Quality Control Act**

Section 13260 of the California Water Code requires "any person discharging waste, or proposing to discharge waste, in any region that could affect the waters of the state to file a report of discharge (an application for waste discharge requirements [WDRs])." Under the Porter-Cologne Water Quality Control Act definition, the term *waters of the state* is defined as "any surface water or groundwater, including saline waters, within the boundaries of the state." Although all waters of the United States that are within the borders of California are also waters of the state, the converse is not true—in California, waters of the United States represent a subset of waters of the state. Therefore, the State of California retains authority to regulate discharges of waste into any waters of the state, regardless of whether USACE has concurrent jurisdiction under CWA Section 404. If USACE determines a wetland or other water (e.g., drainage ditch) is not subject to regulation under CWA Section 404, water quality certification under CWA Section 401 is not required. However, the RWQCB may impose WDRs if fill material would be placed into waters of the state. In accordance with a preliminary jurisdictional determination approach, the seasonal wetlands and drainage ditches in the study area were interpreted to fall within the scope of USACE jurisdiction.

### **Local Regulations**

#### **San Joaquin County Multi-Species Habitat Conservation and Open Space Plan**

The key purpose of the SJMSCP is to provide a strategy for balancing the need to conserve Open Space and the need to convert open space to other uses while protecting the region's agricultural economy; preserving landowner's property rights; providing for the long-term

management of plant, fish and wildlife species, especially special-status species; providing and maintaining multiple-use open spaces which contribute to the quality of life of the residents; and accommodating a growing population while minimizing costs to Project proponents and society. The SJMSCP addresses 97 species over more than 1,400 square miles. It encompasses the entire county except for federally owned lands and area encompassing those Projects not covered by the SJMSCP listed in Section 8.2.2. The SJMSCP provides compensation for the conversion of open space.

The SJMSCP provides compensation for the Conversion of Open Space to non-Open Space uses which affect the plant, fish and wildlife species covered by the Plan. The SJMSCP compensates for Conversions of Open Space for the following activities: urban development, mining, expansion of existing urban boundaries, non-agricultural activities occurring outside of urban boundaries, levee maintenance undertaken by the San Joaquin Area Flood Control Agency, transportation Projects, school expansions, non-federal flood control Projects, new parks and trails, maintenance of existing facilities for non-federal irrigation district Projects, installation, maintenance activities, managing Preserves, and similar public agency Projects.

- (a) The proposed project consists of adoption of the Master Plans that have been prepared as a directive of the 2010 General Plan. No construction activity is proposed. Therefore, no impacts to biological resources are expected as a result of the proposed Master Plans. All future constructions plans would be reviewed for environmental impact on project-by-project basis. Additionally, future construction activities within the project limits would be required to adhere to the requirements of the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP). Pursuant to the Final EIR/EIS for the San Joaquin county Multi-Species Habitat Conservation and Open Space Plan (SJMSCP), dated November 15, 2000, and certified by the San Joaquin Council of Governments on December 7, 2000, implementation of the SJMSCP is expected to reduce impacts to biological resources resulting from construction activities to a level of less-than-significant. That document is hereby incorporated by reference and is available for review during regular business hours at the San Joaquin Council of Governments (555 East Weber Avenue/Stockton, CA 95202) or online at [www.sjcog.org](http://www.sjcog.org).

**Significance Determination:** No Impact

**Mitigation Measures:** Mitigation measures are not required

**Significance After Mitigation:** No impact

- (b) The proposed Master Plans do not involve construction activities. Potential impacts to Biological Resources due to construction activities have been exhaustively examined and mitigation measures have been detailed in the City's General Plan EIR (SCH #2009022075) and mitigation policies are incorporated in the General Plan policy. All future projects and developments in the Plan Area, including all construction of lines, would be subject to environmental review on a project-by-project basis. Therefore, no impact is anticipated.

**Significance Determination:** No Impact

**Mitigation Measures:** Mitigation measures are not required

**Significance After Mitigation:** No impact

- (c) A significant impact may occur if wetlands that are protected under federal regulation, as defined by Section 404 of the Clean Water Act, would be modified or removed. The proposed project consists of adoption and implementation of Master Plans prepared as directive of the 2010 General Plan. No construction activity is proposed. No impact would occur.

**Significance Determination:** No Impact

**Mitigation Measures:** Mitigation measures are not required

**Significance After Mitigation:** No impact

- (d) A significant impact may occur if the proposed Project interferes or removes access to a migratory wildlife corridor or impedes the use of native wildlife nursery sites. The proposed Master Plans do not involve construction activities. Additionally, the project limits are not identified as a missing linkage on the California Wilderness Coalition California's Missing Linkages Report. Therefore, no impact is anticipated due to the implementation of the proposed Master Plans.

**Significance Determination:** No Impact

**Mitigation Measures:** Mitigation measures are not required

**Significance After Mitigation:** No impact

- (e) A significant impact may occur if the proposed Project would cause an impact that was inconsistent with local regulations pertaining to biological resources, including protected trees. The proposed project consists of adoption and implementation of Master Plans. No construction activity is proposed. Additionally, the City of Lodi General Plan (Conservation Element) includes goals and policies intended to protect sensitive native vegetation and wildlife habitats. Adaptation of the proposed Master Plans and fee program will have no impacts on the preservation or conservation plans.

**Significance Determination:** No Impact

**Mitigation Measures:** Mitigation measures are not required

**Significance After Mitigation:** No impact

- (f) A significant impact may occur if the proposed Project were inconsistent with mapping or policies in any conservation plans of the types cited. The proposed project consists of adoption and implementation of Master Plans. The Master Plans would comply with the 2010 General Plan and visions and goals outlined therein. Development consistent with the 2010 General Plan would not conflict with any adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved conservation plans. Policies that would mitigate impacts to *Biological Resources* are listed in the General Plan Draft EIR, *Biological Resources 3.4-1*. Implementation of policies and mitigation measures listed therein, particularly those related to riparian corridors, wetlands, special-status species, sensitive natural communities, and wildlife movement corridors, would ensure that any covered species would not be adversely impacted. As a result, this impact would be less than significant.

**Significance Determination:** Less Than Significant.

**Mitigation Measures:** Mitigation measures are not required

**Significance After Mitigation:** No impact

**Sources:**

City of Lodi. *Final Environmental Impact Report for the City of Lodi General Plan*. Prepared by Dytte & Bhatia, Inc., April 2010.

San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP).



| Issues  | Potentially Significant Impact | Less Than Significant With Mitigation Incorporated | Less-Than-Significant Impact        | No Impact                |
|---|--------------------------------|--|-------------------------------------|--------------------------|
| <b>4.6 CULTURAL RESOURCES</b>   |                                |  |                                     |                          |
| <i>Would the Project:</i>   |                                |  |                                     |                          |
| a. Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?    | <input type="checkbox"/>       | <input type="checkbox"/>                           | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b. Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5? | <input type="checkbox"/>       | <input type="checkbox"/>                           | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| c. Directly or indirectly destroy a unique paleontological resource or unique geologic feature?               | <input type="checkbox"/>       | <input type="checkbox"/>                           | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| d. Disturb any human remains, including those interred outside of formal cemeteries.                          | <input type="checkbox"/>       | <input type="checkbox"/>                           | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

## Regulatory Setting

### California Environmental Quality Act

CEQA requires that public agencies (in this case, the City) that finance or approve public or private Projects must assess the effects of the Project on cultural resources. Cultural resources are defined as buildings, sites, structures, or objects, each of which may have historical, architectural, archaeological, cultural, or scientific importance. CEQA requires that if a Project would result in significant effects on important cultural resources, alternative plans or mitigation measures must be considered; only significant cultural resources, however, need to be addressed. Therefore, prior to the development of mitigation measures, the importance of cultural resources must be determined. The steps that are normally taken in a cultural resources investigation for CEQA compliance are:

- identify cultural resources;
- evaluate the significance of resources;
- evaluate the impacts of a Project on significant cultural resources; and
- develop and implement measures to mitigate the impacts of the Project only on significant resources, namely historical resources and unique archaeological resources.

The State CEQA Guidelines define three ways that a cultural resource may qualify as a historical resource for the purposes of CEQA review:

1. if the resource is listed in or determined eligible for listing in the CRHR;
2. if the resource is included in a local register of historical resources, as defined in Public Resources Code (PRC) 5020.1(k), or is identified as significant in an historical resource survey meeting the requirements of PRC 5024.1Cg) unless the preponderance of evidence demonstrates that it is not historically or culturally significant; or
3. the lead agency determines the resource to be significant as supported by substantial evidence in light of the whole record (14 California Code of Regulations [CCR] 15064.5[a]).

A cultural resource may be eligible for inclusion in the California Register of Historical Resources (CRHR) if it:



- is associated with events that have made a significant contribution to the broad patterns of California's history and cultural heritage;
- is associated with the lives of persons important in our past;
- embodies the distinctive characteristics of a type, period, region, or method of construction, represents the work of an important creative individual, or possesses high artistic values; or has yielded, or may be likely to yield, information important in prehistory or history.

In addition, CEQA distinguishes between two classes of archaeological resources: archaeological resources that meet the definition of a historical resource as above, and "unique archaeological resources." An archaeological resource is considered unique if it:

- is associated with an event or person of recognized significance in California or American history or of recognized scientific importance in prehistory;
- can provide information, that is of demonstrable public interest and is useful in addressing scientifically consequential and reasonable research questions; or
- has a special or particular quality such as oldest, best example, largest, or last surviving example of its kind (PRC 21083.2).

### **Lodi General Plan**

The Conservation Element of the Lodi Draft General Plan addresses cultural resources with the following goals.

- C-G5: Encourage the identification, protection, and enhancement of archaeological resources.
- C-G6: Preserve and enhance districts, sites, and structures that serve as significant, visible connections to Lodi's social, cultural, economic, and architectural history.

The following policies are pertinent to the proposed Project.

- C-P14: In the event that archaeological/paleontological resources are discovered during site excavation, the City shall required that grading and construction work on the Project site be suspended until the significance of the features can be determined by a qualified archaeologist/paleontologist. The City will require that a qualified archaeologist/paleontologist make recommendations for measures necessary to protect any site determined to contain or constitute a historical resource, a unique archaeological resource, or a unique paleontological resource or to undertake data recovery, excavation, analysis, and curation of archaeological/paleontological materials. City staff shall consider such recommendations and implement them where they are feasible in light of Project design as previously allowed by the City.
- C-PIS: If any human remains are discovered or recognized in any location on the Project site, there shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains until:
- The San Joaquin County Coroner/Sheriff has been informed and has determined that no investigation of the cause of death is required; and
  - If the remains are of Native American origin: (1) the descendants of the deceased Native Americans have made a timely recommendation to the landowner or the person responsible for the excavation work, for means of



treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provided in Public Resources Code Section 5097.98, or (2) the Native American Heritage Commission was unable to identify a descendant or the descendant failed to make a recommendation within 24 hours after being notified by the Commission.

Policies C-PI6 through C-P21 address the preservation, maintenance, recording, and evaluation of historic buildings, structures, and districts.

- (a) A significant impact would occur if the Project caused a substantial adverse change to a historical resource through demolition, destruction, relocation, or alteration of the resource or its immediate surroundings such that the significance of the historical resource would be materially impaired. The proposed project consists of adoption of Master Plans. The proposed Master Plans do not involve construction, grading, and site disturbance. Therefore, the Project would have less than significant impact on historical resources as defined by CEQA

**Significance Determination:** Less than significant.

**Mitigation Measures:** Mitigation measures are not required

**Significance After Mitigation:** No impact

- (b) A significant impact would occur if the Project caused a substantial adverse change to a historical resource through demolition, destruction, relocation, or alteration of the resource or its immediate surroundings such that the significance of the historical resource would be materially impaired. The proposed project consists of the adoption of Master Plans. The proposed Master Plans do not involve construction, grading, and site disturbance. All future construction activities would be evaluated for potential environmental impacts on project-by-project basis. The proposed project would not change or have any effect on these existing regulation or mitigation measures; no impact on archeological resources would result. Therefore, the Project would have less than significant impact on historical resources as defined by CEQA

**Significance Determination:** Less than significant.

**Mitigation Measures:** Mitigation measures are not required

**Significance After Mitigation:** No impact

- (c) A significant impact may occur if grading or excavation activities associated with the proposed Project would disturb paleontological resources or geologic features that exist within the Project site. The proposed project consists of the adoption of Master Plans. The proposed Master Plans do not include construction, grading, and site disturbance. Additionally, the General Plan EIR found no unique geologic features within the Planning Area. The City is not known to contain documented paleontological resources. It is unlikely that unknown paleontological resources would exist within the project limits. The Master Plans do not propose to change the General Plan land use designation or the zoning for any parcel that was previously identified for preservation or open space; no impacts to paleontological resources are anticipated.

**Significance Determination:** Less than significant.

**Mitigation Measures:** Mitigation measures are not required

**Significance After Mitigation:** No impact

- (d) The proposed Master Plans would not authorize any plans for development/construction or redevelopment; therefore, it would have no impact on human remains. Procedures to notify the County Coroner and Native American representatives are implemented in accordance with California Health and Safety Code Section 7050.5 for all development projects within the city. This requirement is furthermore reinforced through General Plan EIR. The proposed project would have no effect on this existing regulatory standard or General Plan EIR mitigation measures; therefore, this project would have no effect involving potential disturbance or recovery of human remains.

**Significance Determination:** Less than significant.

**Mitigation Measures:** Mitigation measures are not required

**Significance After Mitigation:** No impact

**Sources:**

City of Lodi. *Final Environmental Impact Report for the City of Lodi Draft General Plan*. Prepared by Dytté and Bhatia, Inc., April 2010.

\_\_\_\_\_. *City of Lodi General Plan Policy Document*. Prepared by Dytté and Bhatia, Inc., April 2010.

| Issues   | Potentially Significant Impact | Less Than Significant With Mitigation Incorporated | Less-Than-Significant Impact | No Impact                           |
|--|--------------------------------|--|------------------------------|-------------------------------------|
| <b>4.7 GEOLOGY AND SOILS.</b>  |                                |  |                              |                                     |
| <i>Would the Project:</i>  |                                |  |                              |                                     |
| a. Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:   |                                |  |                              |                                     |
| i. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42. | <input type="checkbox"/>       | <input type="checkbox"/>                           | <input type="checkbox"/>     | <input checked="" type="checkbox"/> |
| ii. Strong seismic ground shaking?   | <input type="checkbox"/>       | <input type="checkbox"/>                           | <input type="checkbox"/>     | <input checked="" type="checkbox"/> |
| iii. Seismic-related ground failure, including liquefaction?   | <input type="checkbox"/>       | <input type="checkbox"/>                           | <input type="checkbox"/>     | <input checked="" type="checkbox"/> |
| iv. Landslides?  | <input type="checkbox"/>       | <input type="checkbox"/>                           | <input type="checkbox"/>     | <input checked="" type="checkbox"/> |
| b. Result in substantial soil erosion, or the loss of topsoil?   | <input type="checkbox"/>       | <input type="checkbox"/>                           | <input type="checkbox"/>     | <input checked="" type="checkbox"/> |
| c. Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the Project, and potentially result in on-or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?  | <input type="checkbox"/>       | <input type="checkbox"/>                           | <input type="checkbox"/>     | <input checked="" type="checkbox"/> |
| d. Be located on expansive soils, as defined in Table 18-1-13 of the Uniform Building Code (1994), creating substantial risks to life or property?   | <input type="checkbox"/>       | <input type="checkbox"/>                           | <input type="checkbox"/>     | <input checked="" type="checkbox"/> |
| e. Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?   | <input type="checkbox"/>       | <input type="checkbox"/>                           | <input type="checkbox"/>     | <input checked="" type="checkbox"/> |

### Regulatory Setting

#### Alquist-Priolo Earthquake Fault Zoning Act

California's Alquist-Priolo Earthquake Fault Zoning Act (Alquist-Priolo Act) (PRC 2621 et seq.), enacted in 1972 as the Alquist-Priolo Special Studies Zones Act and renamed in 1994, is intended to reduce the risk to life and property from surface fault rupture during earthquakes. The Alquist-Priolo Act prohibits the location of most types of structures intended for human occupancy across the traces of active faults and strictly regulates construction in the corridors along active faults (Earthquake Fault Zones). It also defines criteria for identifying active faults, giving legal weight to terms such as active, and establishes a process for reviewing building proposals in and adjacent to Earthquake Fault Zones.

Under the Alquist-Priolo Act, faults are zoned, and construction along or across them is strictly regulated if they are "sufficiently active" and "well-defined." A fault is considered sufficiently active if one or more of its segments or strands show evidence of surface displacement during Holocene time (defined for purposes of the act as referring to approximately the last 11,000 years). A fault is considered well-defined if its trace can be clearly identified by a trained geologist at the ground surface or in the shallow subsurface, using standard professional techniques, criteria, and judgment (Hart and Bryant 1997).

### **Seismic Hazard Mapping Act**

Like the Alquist-Priolo Act, the Seismic Hazards Mapping Act of 1990 (PRC Section 2690-2699.6) is intended to reduce damage resulting from earthquakes. Whereas the Alquist-Priolo Act addresses surface fault rupture, the Seismic Hazards Mapping Act addresses other earthquake-related hazards, including strong groundshaking, liquefaction, and seismically induced landslides. Its provisions are similar in concept to those of the Alquist-Priolo Act: the state is charged with identifying and mapping areas at risk of strong groundshaking, liquefaction, landslides, and other corollary hazards, and cities and counties are required to regulate development within mapped Seismic Hazard Zones.

Under the Seismic Hazards Mapping Act, permit review is the primary mechanism for local regulation of development. Specifically, cities and counties are prohibited from issuing development permits for sites within Seismic Hazard Zones until appropriate site-specific geologic or geotechnical investigations have been carried out, and measures to reduce potential damage have been incorporated into the development plans.

### **Lodi General Plan**

The Conservation Element and the Safety Element of the Draft General Plan includes a number of policies related to geology, seismicity, and soils.

C-G2: Maintain the quality of the Planning Area's soil resources and reduce erosion to protect agricultural productivity.

C-P6: Require new development to implement measures that minimize soil erosion from wind and water related to construction and urban development. Measures may include:

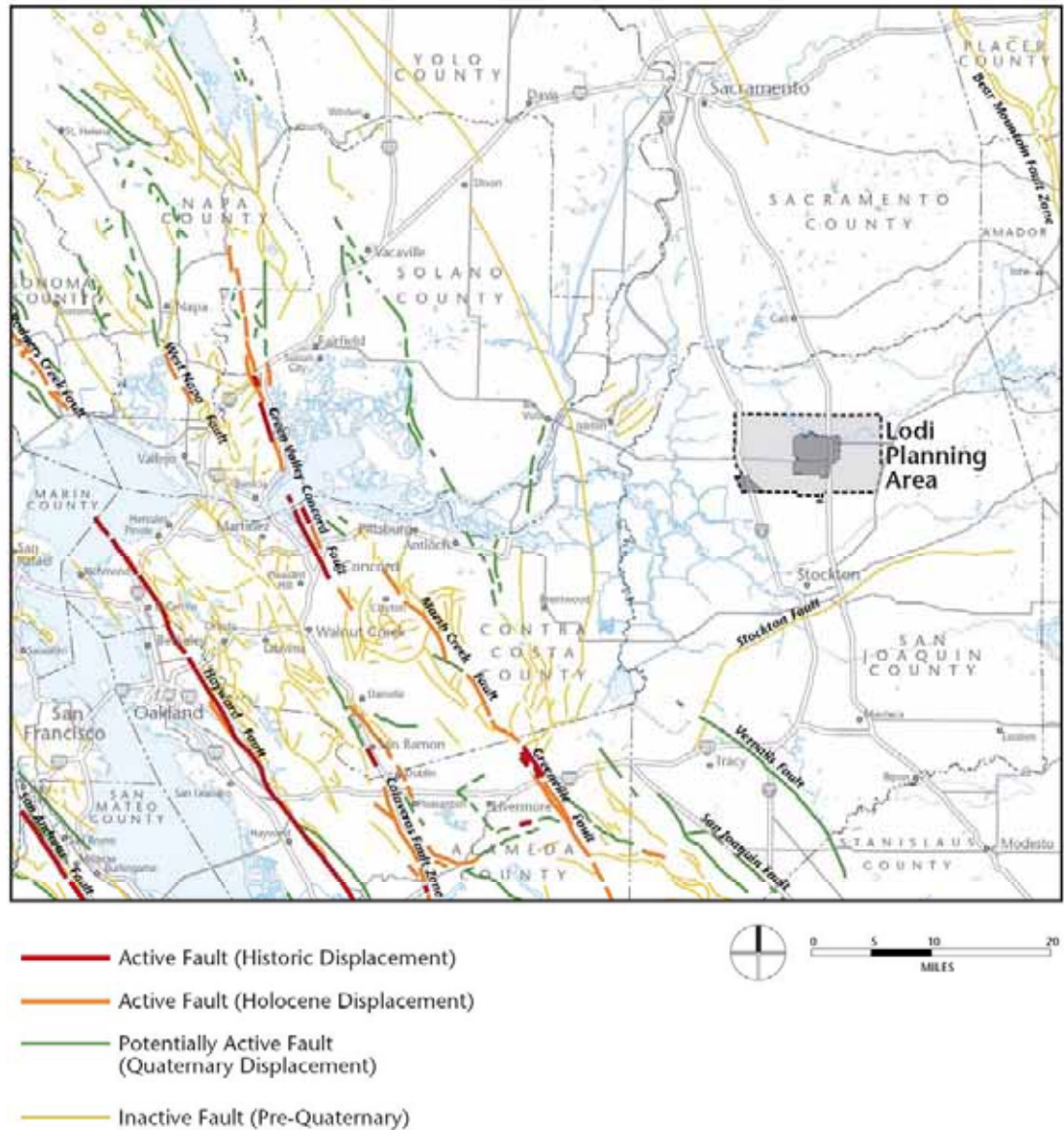
- Construction techniques that utilize site preparation, grading, and best management practices that provide erosion control and prevent soil contamination.
- Tree rows or other windbreaks shall be used within buffers on the edge of urban development and in other areas as appropriate to reduce soil erosion.

S-G-2: Prevent loss of lives, injury, illness, and property damage due to flooding, hazardous materials, seismic and geological hazards, and fire.

S-P20: Require soils reports for new Projects and use the information to determine appropriate permitting requirements, if deemed necessary.

S-P22: Require new development to include grading and erosion control plans prepared by a qualified engineer or land surveyor.

Figure 4-1: Regional Faults



The proposed project consists of the adoption of Master Plans. The Master Plans do not propose construction activities. The Master Plans would not involve any physical changes to the environment.

- i. There are no mapped surface or subsurface faults that traverse the city and the city is not listed within a State designated Alquist-Priolo Earthquake Fault Zone. Any future construction will be required to employ building standards set forth in the City's Building Code, including specific provisions for seismic design of structures. In addition, the General Plan FEIR concluded that impacts associated with seismic-



related ground shaking would be reduced to less than significant due to mandatory compliance with building codes, policies contained in the General Plan, and mitigation measures included in the General Plan EIR. These mitigation measures require site-specific geologic investigation of seismic and geotechnical hazards potential for new development projects within the city. The proposed project would not change or have any effect on these existing regulations or mitigation measures; no new impacts associated with ground shaking or liquefaction would occur.

**Significance Determination:** No Impact.

**Mitigation Measures:** Mitigation measures are not required

**Significance After Mitigation:** No impact

- ii. A significant impact may occur if the proposed Project results in or exposes people to adverse effects involving strong ground shaking from fault rupture or seismic hazards. There is no record of any seismic activity originating in the City of Lodi other than tremors on the west side of the San Joaquin Valley, close to the Ortigalita Fault. No impact.

**Significance Determination:** No Impact.

**Mitigation Measures:** Mitigation measures are not required

**Significance After Mitigation:** No impact.

- iii. A significant impact may occur if the Project were to result in or expose people to adverse effects involving seismic-related ground failure from liquefaction and other geologic hazards. Liquefaction is a form of earthquake-induced ground failure that occurs primarily in relatively shallow, loose, granular, water-saturated soils. The potential for liquefaction is recognized throughout the San Joaquin Valley where unconsolidated sediments and a high water table coincide. Areas which have the greatest potential for liquefaction are those areas in which the water table is less than 50 feet below the ground surface and soils are predominantly clean, comprised of relatively uniform sands and are of loose to medium density. However, the proposed Master Plans would not expose people or structures to potential substantial adverse effects involving surface rupture as the Project involves no construction activities. No impact.

**Significance Determination:** No Impact.

**Mitigation Measures:** Mitigation measures are not required

**Significance After Mitigation:** No impact.

- iv. A significant impact may occur if the Project results in or exposes people to adverse effects involving landslides. Slope stability hazards are nonexistent and present no risk in the City of Lodi. The project limits are located in an area of generally level terrain that would not produce a landslide. Average grade within the Project site is between zero and five degrees. Additionally, according to the Official Maps of Seismic Hazard Zones provided by the State of California Department of Conservation, the City of Lodi is not located within an earthquake-induced landslide zone, which is defined as an area where previous occurrence of landslide movement, or local topographic, geological, geotechnical and subsurface water conditions indicate a potential for permanent ground displacement.

**Significance Determination:** No Impact.

**Mitigation Measures:** Mitigation measures are not required

**Significance After Mitigation:** No impact.

- (b) The project consists of adoption of regulatory and policy documents that will not result directly in the construction activities. The proposed Master Plans would not put any policies in place that would increase soil erosion or result in the loss of topsoil. Moreover, all future development projects would be subject to compliance with City of Lodi Municipal Code and the City's *Storm Water Management and Discharge Control*, which requires compliance with NPDES standards and implementation of Best Management Practices (BMP), in order to minimize short- and long-term erosion. Impacts would be less than significant in this regard.

**Significance Determination:** No Impact.

**Mitigation Measures:** Mitigation measures are not required

**Significance After Mitigation:** No impact

- (c) The conditions favorable for hazards associated with unstable geologic unit or soil (landslides or subsidence/collapse) are not present in Lodi. The proposed project will not directly result in the construction within any area susceptible to liquefaction, subsidence, landslide, or soil collapse hazards. All development projects constructed pursuant to the Master Plans will be required to adhere to the standards contained in the City's Building Code to prevent hazardous soil conditions that could lead to building failure. The project does not involve any changes to these regulations. No impact would occur from liquefaction, lateral spreading, subsidence, liquefaction, or collapse.

**Significance Determination:** No Impact.

**Mitigation Measures:** Mitigation measures are not required

**Significance After Mitigation:** No impact

- (d) General Plan Mitigation Measure require that all new development have a site-specific geology investigation of seismic and geotechnical hazards; this will ensure that impacts related to expansive soils impacts are evaluated on a project-by-project basis.

**Significance Determination:** No Impact.

**Mitigation Measures:** Mitigation measures are not required

**Significance After Mitigation:** No impact

- (e) The proposed project does not involve septic tanks or other soil-based wastewater disposal systems. Future development within the project limits would connect to the existing and/or future wastewater infrastructure. As sewers are available for the disposal of wastewater, the use of septic tanks or alternative wastewater disposal systems would not be allowed. No impact would occur.

**Significance Determination:** No Impact.

**Mitigation Measures:** Mitigation measures are not required

**Significance After Mitigation:** No impact

**Sources:**

California Geological Survey (CGS), Probabilistic Seismic Hazards Mapping Ground Motion Page, <http://redirect.conservation.ca.gov/cgs/rghm/psha/pshamap.asp>, accessed February 25, 2010.

City of Lodi, *City of Lodi General Plan 2010*, adopted April 2010. Safety Element. pg. 8-9.



| Issues   | Potentially<br>Significant<br>Impact | Less Than<br>Significant With<br>Mitigation<br>Incorporated | Less-Than-<br>Significant<br>Impact | No<br>Impact                        |
|--|--------------------------------------|---|-------------------------------------|-------------------------------------|
| <b>4.8 HAZARDS AND HAZARDOUS MATERIALS.</b>  |                                      |   |                                     |                                     |
| <i>Would the Project:</i>  |                                      |   |                                     |                                     |
| a. Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?  | <input type="checkbox"/>             | <input type="checkbox"/>                                    | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| b. Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?  | <input type="checkbox"/>             | <input type="checkbox"/>                                    | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| c. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?  | <input type="checkbox"/>             | <input type="checkbox"/>                                    | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| d. Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?                                   | <input type="checkbox"/>             | <input type="checkbox"/>                                    | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| e. For a Project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the Project result in a safety hazard for people residing or working in the Project area? | <input type="checkbox"/>             | <input type="checkbox"/>                                    | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| f. For a Project within the vicinity of a private airstrip, would the Project result in a safety hazard for people residing or working in the Project area?  | <input type="checkbox"/>             | <input type="checkbox"/>                                    | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| g. Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?  | <input type="checkbox"/>             | <input type="checkbox"/>                                    | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| h. Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?   | <input type="checkbox"/>             | <input type="checkbox"/>                                    | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |

### Regulatory Settings

Hazardous materials are substances which can harm people or the environment, can impair human health if contacted, ingested, or inhaled. Such processes are classified as hazardous because of materials they use or because of the potential for spills, fire or explosions to occur.

State agencies accept delegation of federal responsibility for the administration of hazardous materials and hazardous waste management. The Porter-Cologne Water Quality Control Act allows the State Water Resources Control Board (State Water Board) and the RWQCB to accept implementation and responsibility for the Clean Water Act. The Hazardous Waste Control Act of 1977, and recent amendments to its implementing regulations, has given the Department of Health Services (DHS) the lead role in administering the Resource Conservation and Recovery Act (RCRA) program.

### **State and Federal Occupational Safety and Health Administration Regulations**

Pursuant to the Occupational Safety and Health Act of 1970, the federal Occupational Safety and Health Administration (OSHA) has adopted numerous regulations pertaining to worker safety, contained in the Code of Federal Regulations Title 29 (29 CFR). California OSHA (Cal/OSHA) regulations are generally more stringent than federal OSHA regulations and are detailed in Title 8 of the CCR.

### **San Joaquin County Hazardous Materials Plan**

San Joaquin County prepared a Hazardous Materials Area Plan in March 2004. This document was prepared in accordance with statutory requirements. The overall goal of the hazardous materials response system is to protect public health, prevent environmental damage, and ensure proper use and disposal of hazardous materials.

### **San Joaquin County Multi-Hazard Plan**

The San Joaquin County Multi-Hazard Plan addresses the four phases of emergency management: mitigation, preparedness, response, and recovery. The Plan identifies those organizations, agencies, and individuals that are assigned duties and responsibilities for responding to emergencies within the unincorporated areas of the county and in support of incorporated cities. It also provides guidance on how emergencies will be managed.

### **Lodi General Plan**

The Lodi General Plan Safety Element provides guiding and implementing policies regarding hazards and hazardous materials.

S-G2: Prevent loss of lives, injury, illness, and property damage due to flooding, hazardous materials, seismic and geological hazards.

S-P10: Require that all fuel and chemical storage tanks are appropriately constructed; include spill containment areas to prevent seismic damage, leakage, fire and explosion; and are structurally or spatially separated from sensitive land uses, such as residential neighborhoods, schools, hospitals and places of public assembly.

The proposed project consists of adoption of Master Plans. The Master Plans do not propose construction activities. The Master Plans do not involve any physical changes to the environment.

- (a) Adoption of the Master Plans would not provide exceptions to existing laws governing the use and disposal of any hazardous materials. As noted in the General Plan Program EIR, compliance with measures established by Federal, State, and local regulatory agencies is considered adequate to offset the negative effects related to the use, storage, and transport of hazardous materials in the City. In addition, policies and policy actions in the General Plan address hazardous materials and safety. The project would not

conflict with any of these policies, and would not exempt any future development from the City's programs to control and safely dispose of hazardous materials and wastes. With implementation of standard City practices and Federal, State, and local policies regarding hazardous waste and hazardous materials, no impact from the use, transport, or disposal of hazardous wastes or materials is anticipated.

**Significance Determination:** No Impact.

**Mitigation Measures:** Mitigation measures are not required

**Significance After Mitigation:** No impact

- (b) The proposed project does not involve any development activity. The General Plan Final Program EIR concluded that compliance with measures established by Federal, State, and local regulatory agencies is considered adequate to offset the negative effects related to the reasonably foreseeable upset and accident conditions involving the release of hazardous materials in the City. Additional General Plan goals, policies, and implementation measures, as well as mitigation measures contained in the General Plan Final Program EIR further reduce accidental release of hazardous materials impacts to a less-than-significant level. The proposed project does not revise any of these policies and does not allow uses generally associated with hazardous materials, beyond general hazards associated with residential and commercial development. Individual development projects will be required to comply with City, Federal, and State requirements and any other applicable City regulations relating to hazardous materials. Impact would be less than significant.

**Significance Determination:** No Impact.

**Mitigation Measures:** Mitigation measures are not required

**Significance After Mitigation:** No impact

- (c) The proposed Master Plans would not authorize any new kinds of land uses in the City or any new or more dangerous processes that involve use, transport, storage, generation or disposal of hazardous substances or wastes. All land uses that would be permitted as a result of the proposed Specific Plan were anticipated citywide by the General Plan and the General Plan Program EIR.

**Significance Determination:** No Impact.

**Mitigation Measures:** Mitigation measures are not required

**Significance After Mitigation:** No impact

- (d) The project limits do not contain any known location designated as hazardous materials sites. In the event that hazardous materials are discovered during construction, construction would cease until such materials have been remediated in accordance with state and local requirements. Such standards have been designed to eliminate or minimize to an acceptable level the potential health impacts associated with human exposure to hazardous materials. As described above, the Master Plans do not involve construction activities. All future construction activities would be subject to standard City procedures and other applicable State and Federal procedures and requirements.

**Significance Determination:** No Impact.

**Mitigation Measures:** Mitigation measures are not required

**Significance After Mitigation:** No impact

- (e) A significant impact may occur if the proposed Project site is located within a public airport land use plan area or within 2 miles of a public airport and would create a safety hazard. The project limits are not located within the area of influence for the Lodi Airpark and Kingdon Executive Airport. The Lodi Airpark is located roughly 3 miles to the southwest of the City of Lodi while the Kingdon Executive Airport is located approximately 4 miles southwest of the Project site. The primary function of the Lodi Airpark is as a base for a commercial aerial chemical application service for both agriculture and insect abatement purposes. The Lodi Airpark is also used for pilot training activity. The Kingdon Executive Airport presently hosts a variety of aviation activities including pilot training and aerial application of agricultural chemicals. The airport is also home to the Delta Flying Club, which owns six single-engine piston aircraft for use by its members. Because the Master Plans have been developed in accordance with the 2010 General Plan and would not likely result in airport-related safety issues, no impact related to public airports and private airstrips would occur.

**Significance Determination:** No Impact.

**Mitigation Measures:** Mitigation measures are not required

**Significance After Mitigation:** No impact

- (f) A significant impact may occur if the proposed Project is located within the vicinity of a private airstrip and creates a safety hazard for people in the Project area. The project limits are outside of the Part 77 Horizontal Surface zone of the Lodi Airpark and Kingdon Executive Airport. Part 77 Horizontal Surface zone consists of the airport's primary, horizontal, conical, approach and transitional surfaces. Therefore, no impact is anticipated.

**Significance Determination:** No Impact.

**Mitigation Measures:** Mitigation measures are not required

**Significance After Mitigation:** No impact

- (g) The Lodi Emergency Operations Plan outlines emergency response actions in the event of a large-scale disaster, such as a hazardous materials emergency. The proposed project will not directly result in any new construction. All future development in the City would be subject to compliance with the General Plan Policies and Policy Actions. The General Plan Program EIR requires traffic control plans for new development to ensure that construction would not interfere with emergency response/evacuation plans. No change or interference with these emergency response plans or related policies will occur as associated with the project. The Master Plans do not propose any changes to the primary circulation system that could affect evacuation plans. No impact would occur in this regard.

**Significance Determination:** No Impact.

**Mitigation Measures:** Mitigation measures are not required

**Significance After Mitigation:** No impact

- (h) The City's newly adopted 2010 General Plan identifies both urban and wildland fire hazards exist in the Lodi Planning Area, creating the potential for injury, loss of life, and property damage. Urban fires primarily involve the uncontrolled burning of residential, commercial, and/or industrial structures due to human activities. Factors that

exacerbate urban structural fires include substandard building construction, highly flammable materials, delayed response times, and inadequate fire protection services. The City of Lodi is not characterized by substantial areas of wildlands. The topography of the City is relatively homogenous and steep slopes that could contribute to wildland fires are not common. The City's General Plan indicates that less than one percent of the City and its immediate vicinity has "Moderate" fire hazard potential. In the event of a fire, the Fire Department relies on sufficient water supply and pressure. The City's design standard for water transmission facilities is to provide 4,000 gallons per minute of flow at a minimum 45 pounds per square inch of pressure in pipes 8 inches and larger. The Project area is made up of Non-Wildland/Non-Urban zones, Urban/Unzoned, and Moderate Risk zones. Therefore, the proposed Project would not expose people or structures to a significant risk of loss, injury, or death involving wildland fires, including where wildland fires are adjacent to urbanized areas. As such, there would be no impact.

**Significance Determination:** No Impact.

**Mitigation Measures:** Mitigation measures are not required

**Significance After Mitigation:** No impact

**Sources:**

California Geological Survey (CGS), Probabilistic Seismic Hazards Mapping Ground Motion Page, <http://redirect.conservation.ca.gov/cgs/rghm/psha/pshamap.asp>, accessed August, 2010.

City of Lodi. *City of Lodi General Plan Policy Document*. Prepared by Dytte and Bhatia, Inc. April 2010.

San Joaquin County, Draft Airport Land Use Compatibility Plan, 2008.



| Issues  | Potentially<br>Significant<br>Impact | Less Than<br>Significant With<br>Mitigation<br>Incorporated | Less-Than-<br>Significant<br>Impact | No<br>Impact                        |
|---|--------------------------------------|---|-------------------------------------|-------------------------------------|
| <b>4.9 HYDROLOGY AND WATER QUALITY</b>  |                                      |   |                                     |                                     |
| <i>Would the Project:</i>   |                                      |   |                                     |                                     |
| a. Violate any water quality standards or waste discharge requirements?   | <input type="checkbox"/>             | <input type="checkbox"/>                                    | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| b. Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (i.e., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)? | <input type="checkbox"/>             | <input type="checkbox"/>                                    | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| c. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?  | <input type="checkbox"/>             | <input type="checkbox"/>                                    | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| d. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?   | <input type="checkbox"/>             | <input type="checkbox"/>                                    | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| e. Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?   | <input type="checkbox"/>             | <input type="checkbox"/>                                    | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| f. Otherwise substantially degrade water quality?   | <input type="checkbox"/>             | <input type="checkbox"/>                                    | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| g. Place housing within a 100-year flood hazard area, as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?   | <input type="checkbox"/>             | <input type="checkbox"/>                                    | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| h. Place within a 100-year floodplain structures which would impede or redirect flood flows?  | <input type="checkbox"/>             | <input type="checkbox"/>                                    | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| i. Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?  | <input type="checkbox"/>             | <input type="checkbox"/>                                    | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| j. Inundation by seiche, tsunami, or mudflow?   | <input type="checkbox"/>             | <input type="checkbox"/>                                    | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |

### Regulatory Setting



## **Federal**

### **Clean Water Act**

Important applicable sections of the federal CWA (33 USC 1251-1376) include:

- Sections 303 and 304 provide water quality standards, criteria, and guidelines.
- Section 401 requires an applicant for any federal permit that proposes an activity that may result in a discharge to waters of the United States to obtain certification from the state that the discharge will comply with other provisions of CWA. Certification is provided by the RWQCB.
- Section 402 establishes the National Pollutant Discharge Elimination System (NPDES), a permitting system for the discharge of any pollutant (except for dredged or fill material) into waters of the United States. This permit program is administered by the Central Valley RWQCB. The proposed Project would have a footprint greater than 1 acre. As a result, an NPDES General Construction Permit will need to be obtained prior to any construction activities. One requirement for an NPDES permit is the development and implementation of a Stormwater Pollution Prevention Plan (SWPPP) that provides BMPs to prevent the discharge of pollutants and sediments into receiving waters.
- Section 404 establishes permit programs for the discharge of dredged or fill material into waters of the United States. This permit program is administered by the U.S. Army Corps of Engineers.

## **State**

### **Porter-Cologne Water Quality Act**

The State of California's Porter-Cologne Water Quality Control Act (California Water Code, Section 13000 et seq.) provides the basis for water quality regulation in California. The act requires a Report of Waste Discharge (ROWD) for any discharge of waste [liquid, solid, or otherwise) to land or surface waters that may impair a beneficial use of surface or groundwater of the state. Based on the report, the RWQCBs issue waste discharge requirements to minimize the effect of the discharge.

### **Report of Waste Discharge**

The ROWD is pursuant to California Water Code Section 13260. Section 13260 states that persons discharging or proposing to discharge waste that could affect the quality of the waters of the state, other than into a community sewer system, must file an ROWD containing information that may be required by the appropriate RWQCB.

## **Local**

### **Lodi General Plan**

#### **Environmental Checklist**

The Safety Element of the Lodi General Plan addresses flooding and water quality issues.

GM-G2: Provide infrastructure-including water, sewer, stormwater, and solid waste/recycling systems-that is designed and timed to be consistent with Projected capacity requirements and development phasing.

GM-P8: Ensure that public facilities and infrastructure—including water supply, sewer, and stormwater facilities—are designed to meet Projected capacity requirements to avoid the need for future replacement and upsizing, pursuant to the General Plan and relevant master planning.



- S-G2: Prevent loss of lives, injury, illness, and property damage due to flooding, hazardous materials, seismic and geologic hazards and fire.
- S-PI: Continue to participate in the National Flood Insurance Program and ensure that local regulations are in full compliance with standards adopted by FEMA.

- (a) The proposed project does not involve any construction activity and thus will not involve any discharges to water bodies. Future instillation of the proposed Master Plans will be required to comply with the City's local procedures as well as requirements of the National Pollutant Discharge Elimination System (NPDES) permit program of the Federal Clean Water Act to control storm water runoff and prevent violations of regional water quality standards. Less than significant impact on water quality standards or waste discharges would occur.

**Significance Determination:** Less than significant

**Mitigation Measures:** Mitigation measures are not required

**Significance After Mitigation:** No impact

- (b) Groundwater is a major component of the water supply for many public water suppliers in the Valley. It is also used by private industry, as well as by private agricultural and domestic users. A project would normally have a significant impact on groundwater supplies if it were to result in a demonstrable and sustained reduction in groundwater recharge capacity or change the potable water levels enough to reduce the ability of a water to use the groundwater basin for public water supplies or the storage of imported water, reduce the yields of adjacent wells or well fields, or adversely change the rate or direction of groundwater flow. The proposed Master Plans are policy documents and do not involve construction activities. All future construction activities would be subjected to environmental review on project-by-project basis.

**Significance Determination:** No impact.

**Mitigation Measures:** Mitigation measures are not required

**Significance After Mitigation:** No impact

- (c) A significant impact may occur if the proposed project results in a substantial alteration of drainage patterns and a substantial increase in erosion or siltation during construction or operation of the project. The proposed Master Plans do not propose alteration of any watercourse or specific modifications to drainage patterns. The proposed project consists of adaptation of a policy documents and no construction is proposed. Therefore, no impact is anticipated.

**Significance Determination:** No impact.

**Mitigation Measures:** Mitigation measures are not required

**Significance After Mitigation:** No impact

- (d) Refer to c), above. The proposed project would not substantially alter the existing drainage pattern of the site or area. New development would not be permitted to occur in any manner that could significantly alter the drainage pattern of an area nor create any new sources of runoff. As indicated in the General Plan Final Program EIR, all future development would be required to incorporate adequate drainage that would transport runoff to local basins and nearby storm channels. Additionally, the proposed

project would not create runoff water, which would exceed the capacity of the City's existing stormwater drainage system. The General Plan *Growth Management Element* and *Safety Element* policies and policy actions further protect community members from drainage and flooding harm. The project consists of regulatory and policy documents and will not result directly in the construction of any development. As the proposed project does not affect any of these policies, less than significant impacts on drainage patterns and runoff levels are anticipated.

**Significance Determination:** Less than significant

**Mitigation Measures:** Mitigation measures are not required

**Significance After Mitigation:** No impact

- (e) The project consists of regulatory and policy documents and will not result directly in the construction of any development. All future construction activities would be subject to environmental review on project-by-project basis. As the proposed project does not affect any of these policies, less than significant impacts on drainage patterns and runoff levels are anticipated.

**Significance Determination:** Less than significant

**Mitigation Measures:** Mitigation measures are not required

**Significance After Mitigation:** No impact

- (f) The proposed project consists of regulatory and policy documents that will not directly result in any new construction. No new sources of runoff, waste discharges, or hazardous material sites would arise from adoption and implementation of the Master Plans. Any development project pursuant to these regulations will be required to comply with City, County, and State regulations that protect water quality. Project impacts on water quality would be less than significant.

**Significance Determination:** Less than significant

**Mitigation Measures:** Mitigation measures are not required

**Significance After Mitigation:** No impact

- (g) A significant impact may occur if the proposed project is located within a 100-year flood zone. The proposed Master Plans would not place housing within a 100-year flood hazard area identified on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map because the Project does not include a residential component that would be affected by flooding potential. Project impacts would be less than significant.

**Significance Determination:** Less than significant

**Mitigation Measures:** Mitigation measures are not required

**Significance After Mitigation:** No impact

- (h) A significant impact may occur if the proposed project is located within a 100-year flood zone and would impede or redirect flood flows.

As discussed in Checklist Response 3.9 (G) above, the project site is not located within a 100-year flood hazard area. Therefore, implementation of the proposed Master Plan

would not place structures or housing within a 100-year flood hazard area and a less than significant impact would occur in this regard.

**Significance Determination:** Less than significant

**Mitigation Measures:** Mitigation measures are not required

**Significance After Mitigation:** No impact

- (i) The City, including the project limits, is subject to inundation of the the Pardee and Camanche Dam and dike system were to fail. Flood water from the Pardee dam would take 4 hours and 20 minutes to reach west Lodi, and flood water from the Camanche Dam and dike system would take 4 to 6 hours to reach Lodi. Due to the location of the proposed Project, the impacts associated with seiches, tsunamis, and extreme high tides or sea level change would be considered low.

**Significance Determination:** No impact.

**Mitigation Measures:** Mitigation measures are not required

**Significance After Mitigation:** No impact

- (j) The project limits are not located near any body of water or water storage facility that would be considered susceptible to seiche. Lodi is located inland from the Pacific Ocean and as such, is not subject to tsunami hazards. The project limits are relatively flat and fully urbanized and therefore not susceptible to mudflows. No impact would result.

**Significance Determination:** No Impact.

**Mitigation Measures:** Mitigation measures are not required

**Significance After Mitigation:** No impact

### Sources

City of Lodi. *City of Lodi General Plan Policy Document*. Prepared by Dytte and Bhatia, Inc. April 2010.

Federal Emergency Management Agency, Flood Insurance Rate Map, Map No. 06077C0306F, October 19, 2009.

Western Regional Climate Center, 2005. Website: <http://www.wrcc.dri.edu/cgi-bin/cliMAIN.pl?calodi+nca>



| Issues  | Potentially<br>Significant<br>Impact | Less Than<br>Significant With<br>Mitigation<br>Incorporated | Less-Than-<br>Significant<br>Impact | No<br>Impact                        |
|---|--------------------------------------|---|-------------------------------------|-------------------------------------|
| <b>4.10 LAND USE AND PLANNING.</b>  |                                      |   |                                     |                                     |
| <i>Would the Project:</i>   |                                      |   |                                     |                                     |
| a. Physically divide an established community?  | <input type="checkbox"/>             | <input type="checkbox"/>                                    | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| b. Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the Project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating on environmental effect? | <input type="checkbox"/>             | <input type="checkbox"/>                                    | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| c. Conflict with any applicable habitat conservation plan or natural community conservation plan?   | <input type="checkbox"/>             | <input type="checkbox"/>                                    | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |

### Regulatory Setting

There are several regulatory documents that serve as a guide for land use and development on the Project site. The following review of these documents is categorized based on the four jurisdictions that oversee the regulation of the Project site: the City of Lodi; the County of San Joaquin; the San Joaquin County Local Agency Formation Commission (LAFCO), and the San Joaquin Council of Governments (SJCOG). Regulations that specifically relate to agricultural use are discussed separately.

**City of Lodi General Plan.** The Lodi General Plan was adopted in April 2010, and represents the official policy regarding the future character and quality of development within the City of Lodi. The General Plan designates the general distribution of different types of land uses within the City, and the document serves as a point of reference for public officials when making land use and planning decisions.

The General Plan includes the following elements: Land Use, Circulation, Open Space, Conservation, Safety, Noise, Housing and two optional elements: Community Design and Livability and Growth Management and Infrastructure. For each of these elements, the General Plan outlines goals, policies, standards, and implementation programs. A goal is considered a direction-setter, an ideal future end, condition, or state. A policy is a specific statement that guides decision-making. A standard is a specific, quantified guideline that is incorporated into a policy or implementation program. An implementation program is an action, procedure, program or technique that carries out general plan policy.

This designation provides for neighborhood and locally oriented retail and service uses, multifamily residential units, public and quasi-public uses, professional and administrative offices, medical and dental clinics, laboratories, financial institutions, and similar and compatible uses. Annexation of the Project would not necessitate General Plan amendment.

GM-P2 Target new growth into identified areas, extending south, west, and southeast. Ensure contiguous development by requiring development to conform to phasing described in Development Phasing map below. Enforce phasing through permitting and infrastructure provision. Development may not extend to Phase 2

until Phase 1 has reached 75% of development potential (measured in acres) and development may not extend to Phase 3 until Phase 2 has reached 75% of development potential. In order to respond to market changes in the demand for various land use types, exemptions may be made to allow for development in future phases before these thresholds in the previous phase have been reached.

GM-P6 Annex areas outside the existing sphere of influence to conform with development needs for Phase 1, Phase 2, and Phase 3. Subsequent phases shall be annexed as current phases reach development thresholds.

The Lodi General Plan Land Use Element lists the following applicable guidelines policy:

GM-P2 Create a balanced and sustainable land use pattern that provides for a diversity of uses and satisfies existing and future needs.

- (a) The physical division of an established community typically refers to the construction of a physical feature (such as an interstate highway or railroad tracks) or removal of a means of access (such as a local road or bridge) that would impair mobility within an existing community, or between a community and outlying area. The proposed project is adoption and implementation of a policy document and involves no construction activities.

**Significance Determination:** No Impact.

**Mitigation Measures:** Mitigation measures are not required

**Significance After Mitigation:** No impact

- (b) The proposed project is consistent with the City's General Plan goals, policies, and objectives. The proposed project will not conflict with any applicable land use plan. With regard to consistency with Federal and State plans and policies, the General Plan contains policies and implementing actions such as the referral of plans to appropriate Federal and State agencies to ensure consistency between City and other agency regulations and requirements. Policies in the General Plan provide for implementation of and participation in area-wide planning efforts. As indicated in the General Plan Program EIR, the General Plan is consistent with Federal and State plans. The proposed Master Plans would not affect any of these General Plan policies or implementing actions, and would therefore have no impact on the conclusions of the General Plan Program EIR. No impact would result.

**Significance Determination:** No Impact.

**Mitigation Measures:** Mitigation measures are not required

**Significance After Mitigation:** No impact

- (c) As discussed in 3.10 (B) above, there are no physical improvements or construction activities proposed by the Master Plans. The proposed Master Plans are consistent with the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP), as amended, as reflected in the conditions of Project approval for this proposal. Pursuant to the Final EIR/EIS for the San Joaquin county Multi-Species Habitat Conservation and Open Space Plan (SJMSCP), dated November 15, 2000, and certified by the San Joaquin Council of Governments on December 7, 2000,

implementation of the SJMSCP is expected to reduce impacts to biological resources resulting from the proposed Project to a level of less-than-significant. That document is hereby incorporated by reference and is available for review during regular business hours at the San Joaquin Council of Governments (555 East Webber Avenue/Stockton, CA 95202) or online at: [www.sjcog.org](http://www.sjcog.org).

**Significance Determination:** No Impact.

**Mitigation Measures:** Mitigation measures are not required

**Significance After Mitigation:** No impact

### Sources

City of Lodi. City of Lodi General Plan Policy Document. Prepared by Dytte & Bhatia, Inc., April 2010.





| Issues  | Potentially<br>Significant<br>Impact | Less Than<br>Significant<br>With Mitigation<br>Incorporated | Less-Than-<br>Significant<br>Impact | No<br>Impact             |
|---|--------------------------------------|---|-------------------------------------|--------------------------|
| <b>4.11 MINERAL RESOURCES</b>   |                                      |   |                                     |                          |
| <i>Would the Project:</i>   |                                      |   |                                     |                          |
| a. Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the State?                                | <input type="checkbox"/>             | <input type="checkbox"/>                                    | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b. Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan? | <input type="checkbox"/>             | <input type="checkbox"/>                                    | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

- (a) The proposed project consists of adoption Master Plans. The Master Plans are implementing policies of the City's 2012 General Plan. The City of Lodi General Plan EIR 2010 GP does not specifically address mineral resources. As such the presumption is that impacts related to mineral resources was determined to be less-than-significant during the EIR scoping stage of the analysis, and no further assessment was performed. In addition, no construction activities are proposed. Therefore, no impact to mineral resources would occur.

**Significance Determination:** Less than significant.

**Mitigation Measures:** Mitigation measures are not required

**Significance After Mitigation:** No impact

- (b) As discussed in 3.11(A), no physical improvements or construction activities are proposed by the project itself at this time. Subsequent development in the Plan Area, including all Subdivisions, Site Plan Reviews, Planned Development Review, and Conditional Use Permits will be subject to environmental review on a project-by-project basis.

**Significance Determination:** Less than significant.

**Mitigation Measures:** Mitigation measures are not required

**Significance After Mitigation:** No impact

### Sources

California Department of Conservation (CDC), Division of Mines, *California Geological Survey - SMARA Mineral Land Classification Map 2006*.



| Issues  | Potentially Significant Impact | Less Than Significant With Mitigation Incorporated | Less-Than-Significant Impact        | No Impact                |
|---|--------------------------------|--|-------------------------------------|--------------------------|
| <b>4. 12 NOISE</b>  |                                |  |                                     |                          |
| <i>Would the Project result in:</i>   |                                |  |                                     |                          |
| a. Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?   | <input type="checkbox"/>       | <input type="checkbox"/>                           | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b. Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?   | <input type="checkbox"/>       | <input type="checkbox"/>                           | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| c. A substantial permanent increase in ambient noise levels in the Project vicinity above levels existing without the Project?  | <input type="checkbox"/>       | <input type="checkbox"/>                           | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| d. A substantial temporary or periodic increase in ambient noise levels in the Project vicinity above levels existing without the Project?  | <input type="checkbox"/>       | <input type="checkbox"/>                           | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| e. For a Project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the Project expose people residing or working in the Project area to excessive noise levels? | <input type="checkbox"/>       | <input type="checkbox"/>                           | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| f. For a Project within the vicinity of a private airstrip, would the Project expose people residing or working in the Project area to excessive noise levels?  | <input type="checkbox"/>       | <input type="checkbox"/>                           | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

## Noise

### Terminology

Noise is commonly defined as unwanted sound that annoys or disturbs people and potentially causes an adverse psychological or physiological effect on human health. Because noise is an environmental pollutant that can interfere with human activities, evaluation of noise is necessary when considering the environmental impacts of a proposed Project.

Sound is mechanical energy (vibration) transmitted by pressure waves over a medium such as air or water. Sound is characterized by various parameters that include the rate of oscillation of sound waves (frequency), the speed of propagation, and the pressure level or energy content (amplitude). In particular, the sound pressure level is the most common descriptor used to characterize the loudness of an ambient (existing) sound level. Several noise measurement scales exist which are used to describe noise in a particular location. A *decibel* (dB) is a unit of measurement which indicates the relative intensity of a sound. The 0 point on the dB scale is based on the lowest sound level that the healthy, unimpaired human ear can detect. Changes of 3.0 dB or less are only perceptible in laboratory environments. Audible increases in noise levels generally refer to a change of 3.0 dB or more, as this level has been found to be barely perceptible to the human ear in outdoor environments. Sound levels in dB are calculated on a logarithmic basis. An increase of 10 dB represents a 10-fold increase in acoustic energy, while 20 dB is 100 times more intense, 30 dB is 1,000 times more intense. Each 10-dB increase in sound level is perceived as

approximately a doubling of loudness. Sound intensity is normally measured through the *A-weighted sound level* (dBA). This scale gives greater weight to the frequencies of sound to which the human ear is most sensitive. Table below provides definitions of sound measurements and other terminology used in this chapter.

**Table 12-1: Sound Definition and Terminology**

| Sound Measurements                                 | Definition  |
|--|---|
| Decibel (dB)                                       | A unitless measure of sound on a logarithmic scale, which indicates the squared ratio of sound pressure amplitude to a reference sound pressure amplitude. The reference pressure is 20 micro-pascals.  |
| A-Weighted Decibel (dBA)                           | An overall frequency-weighted sound level in decibels that approximates the frequency response of the human ear.  |
| Maximum Sound Level (L <sub>max</sub> )            | The maximum sound level measured during the measurement period.   |
| Minimum Sound Level (L <sub>min</sub> )            | The minimum sound level measured during the measurement period.   |
| Equivalent Sound Level (Leq)                       | The equivalent steady state sound level that in a stated period of time would contain the same acoustical energy.   |
| Percentile-Exceeded Sound Level (L <sub>xx</sub> ) | The sound level exceeded "x" % of a specific time period. L <sub>10</sub> is the sound level exceeded 10% of the time.  |
| Day-Night Level (L <sub>dn</sub> )                 | The energy average of the A-weighted sound levels occurring during a 24-hour period, with 10 dB added to the A-weighted sound levels occurring during the period from 10:00 p.m. to 7:00 a.m.   |
| Community Noise Equivalent Level (CNEL)            | The energy average of the A-weighted sound levels occurring during a 24-hour period with 5 dB added to the A-weighted sound levels occurring during the period from 7:00 p.m. to 10:00 p.m. and 10 dB added to the A-weighted sound levels occurring during the period from 10:00 p.m. to 7:00 a.m. |
| Peak Particle Velocity (Peak Velocity or PPV)      | A measurement of ground vibration defined as the maximum speed (measured in inches per second) at which a particle in the ground is moving relative to its inactive state. PPV is usually expressed in inches/sec.  |
| Frequency: Hertz (Hz)                              | The number of complete pressure fluctuations per second above and below atmospheric pressure.   |

As noise spreads from a source, it loses energy so that the farther away the noise receiver is from the noise source, the lower the perceived noise level would be. Geometric spreading causes the sound level to attenuate or be reduced, resulting in a 6-dB reduction in the noise level for each doubling of distance from a single point source of noise to the noise sensitive receptor of concern. There are many ways to rate noise for various time periods, but an appropriate rating of ambient noise affecting humans also accounts for the annoying effects of sound. Equivalent continuous sound level (Leq) is the total sound energy of time-varying noise over a sample period. However, the predominant rating scales for human communities in the State of California are the Leq and community noise equivalent level (CNEL) or the day-night average level (Ldn) based on A-weighted decibels (dBA). CNEL is the time-varying noise over a 24-hour period, with a 5 dBA weighting factor applied to the hourly Leq for noises occurring from 7:00 p.m. to 10:00 p.m. (defined as relaxation hours) and a 10 dBA weighting factor applied to noise occurring from 10:00 p.m. to 7:00 a.m. (defined as sleeping hours). Ldn is similar to the CNEL scale but without the adjustment for events occurring during the evening hours. CNEL and Ldn are within one dBA of each other and are normally exchangeable. The noise adjustments are added to the noise events occurring during the more sensitive hours. The City of Lodi uses the CNEL noise scale for long-term noise impact assessments. Table below demonstrates typical a-weighted sound levels for indoor and outdoor activities.

**12-2: Typical A-Weighted Sound Levels**

| Common Outdoor Activities         | Noise Level (dBA) | Common Indoor Activities   |
|-----------------------------------|-------------------|----------------------------|
|                                   | 110               | Rock band                  |
| Jet flyover at 1,000 feet         |                   |                            |
|                                   | 100               |                            |
| Gas lawnmower at 3 feet           |                   |                            |
|                                   | 90                |                            |
| Diesel truck at 50 feet at 50 mph |                   | Food blender at 3 feet     |
|                                   | 80                | Garbage disposal at 3 feet |
| Noisy urban area, daytime         |                   |                            |
| Gas lawnmower, 100 feet           | 70                | Vacuum cleaner at 10 feet  |
| Commercial area                   |                   | Normal speech at 3 feet    |
| Heavy traffic at 300 feet         | 60                |                            |
|                                   |                   | Large business office      |
| Quiet urban daytime               | 50                | Dishwasher in next room    |

## Regulatory Setting

### Noise Control Act (1972)

In 1972 Congress enacted the Noise Control Act. This act authorized the EPA to publish descriptive data on the effects of noise and establish levels of sound “requisite to protect the public welfare with an adequate margin of safety.” These levels are separated into health (hearing loss levels) and welfare (annoyance levels) as shown in Table IV.D-2. The EPA cautions that these identified levels are not standards because they do not take into account the cost or feasibility of the levels. For protection against hearing loss, 96 percent of the population would be protected if sound levels are less than or equal to an Leq(24) of 70 dB. The “(24)” signifies an Leq duration of 24 hours. The EPA activity and

interference guidelines are designed to ensure reliable speech communication at about 5 feet in the outdoor environment. For outdoor and indoor environments, interference with activity and annoyance should not occur if levels are below 55 dBA and 45 dBA, respectively.

### State of California.

The State of California has established regulations that help prevent adverse impacts to occupants of buildings located near noise sources. Referred to as the “State Noise Insulation Standard,” it requires buildings to meet performance standards through design and/or building materials that would offset any noise source in the vicinity of the receptor. State regulations include requirements for the construction of new hotels, motels, apartment houses, and dwellings other than detached single-family dwellings that are intended to limit the extent of noise transmitted into habitable spaces. These requirements are found in the California Code of Regulations, Title 24 (known as the Building Standards Administrative Code), Part 2 (known as the California Building Code), Appendix Chapters 12 and 12A. For limiting noise transmitted between adjacent dwelling units, the noise insulation standards specify the extent to which walls, doors, and floor ceiling assemblies must block or absorb sound. For limiting noise from exterior noise sources, the noise insulation standards set an interior standard of 45 dBA CNEL in any habitable room with all doors and windows closed. In addition, the standards require preparation of an acoustical analysis demonstrating the manner in which dwelling units have been designed to meet this interior standard, where such units are proposed in an area with exterior noise levels greater than 60 dBA CNEL.

### City of Lodi.

The City of Lodi addresses noise in the Noise Element of the General Plan and in the Noise Ordinance. The Noise Element of the General Plan adopts the Land Use Compatibility Chart which is shown in below. The Noise Element also lists goals and policies for the City related to noise. Table below presents the community noise exposure matrix, which explains the compatibility of land uses at various noise levels and offers criteria which the City can use to evaluate land use decisions. This matrix is adapted and slightly modified from the Office of Noise Control in the State Department of Health Services guidelines for local governments to use when setting standards for human exposure to noise and preparing noise elements for general plans.

**12-3: Typical Weighted Noise Levels**

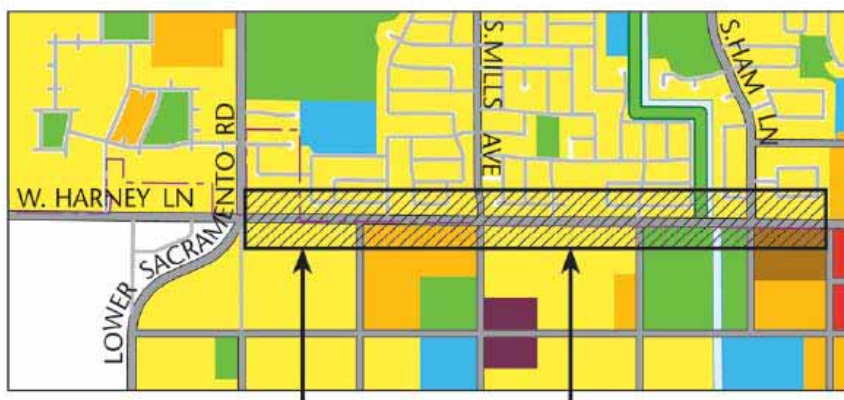
| Land Use   | Outdoor Activity Area <sup>1</sup><br>(CNEL) | Interior Areas (CNEL) |
|--|--|-----------------------|
| Residential  | 60   | 45                    |
| Motels, Hotels   | 60   | 45                    |
| Public/Semi-Public   | 65   | 45                    |
| Recreational   | 65   | 50                    |
| Commercial   | 65   | 50                    |
| Industrial   | 70   | 65                    |
| 1. For no-residential uses, where an outdoor activity area is not proposed, the standard does not apply. |  |                       |

Source: Lodi General Plan 2010, Chapter 9: Noise, page 9-9.

The following are the City of Lodi Goals, Policies and Implementation Programs from the Noise Element of the General Plan that are related to the proposed Project.

- N-G1 Protect humans, the natural environment, and property from manmade hazards due to excessive noise exposure.
- N-G2 Protect sensitive uses, including schools, hospitals, and senior care facilities, from excessive noise.
- N-P1 Control and mitigate noise at the source where feasible, as opposed to at the receptor end.
- N-P2 Encourage the control of noise through site design, building design, landscaping, hours of operation, and other techniques for new development deemed to be noise generators.
- N-P3 Use the noise and land use compatibility matrix provided in the General Plan 2010 and allowable noise exposure levels as review criteria for all new land uses. Incorporate noise attenuation measures for all Projects that have noise exposure levels of “conditionally acceptable” and higher. These may include:
- Façades constructed with substantial weight and insulation;
  - Sound-rated windows in habitable rooms;
  - Sound-rated doors in all exterior entries;
  - Active cancellation;
  - Acoustic baffling of vents for chimneys, fans and gable ends;
  - Ventilation system affording comfort under closed-window conditions; and
  - Double doors and heavy roofs with ceilings of two layers of gypsum board on resilient channels to meet the highest noise level reduction requirements.
- N-P4 Discourage noise sensitive uses such as residences, hospitals, schools, libraries, and rest homes from locating in areas with noise levels above 65db. Conversely, do not permit new uses likely to produce high levels of noise (above 65db) from locating in or adjacent to areas with existing or planned noise-sensitive uses.
- N-P5 Noise sensitive uses, such as residences, hospitals, schools, libraries, and rest homes, proposed in areas that have noise exposure levels of “conditionally acceptable” and higher must complete an acoustical study, prepared by a professional acoustic engineer. This study should specify the appropriate noise mitigation features to be included in the design and construction of these uses, to achieve interior noise levels.
- N-P6 Where substantial traffic noise increases (to above 70db) are expected, such as on Lower Sacramento Road or Harney Lane, as shown on the accompanying graphic, require a minimum 12-foot setback for noise-sensitive land uses, such as residences, hospitals, schools, libraries, and rest homes.





Minimum setback of 12 feet for noise-sensitive land uses.

### City of Lodi Noise Ordinance

The City of Lodi's Noise Ordinance, found in Chapter 9.24 of the Municipal Code, specifically mandates noise limits on construction noise and ambient noise levels.

The ordinance establishes allowable levels of sound that may cross any adjacent property line, as well as prohibiting general nuisance noise and identifying a number of specific prohibitions. The City of Lodi Municipal Code regulations relevant to this Project are:

9.24.020 a. General Noise Regulations. Notwithstanding any other provision of this chapter, and in addition thereto, it is unlawful for any persons to willfully make or continue or permit or cause to be made or continued, any loud, unnecessary or unusual noise which unreasonably disturbs the peace and quiet of any neighborhood or which causes discomfort or annoyance to any reasonable person of normal noise sensitivity.

9.24.030 c. It is unlawful for any person, firm or corporation to cause, permit or generate any noise or sound as described herein between the hours of 10:00 p.m. and 7:00 a.m. which exceeds the ambient noise levels at the property line of any residential property as determined at the time of such reading by more than five decibels. This section shall be applicable whether such noise or sound is of a commercial or noncommercial nature.

The City of Lodi Municipal Code exempts any sound-causing equipment that has a valid City license or permit. Construction activities would need to be authorized by City construction permits before any work could begin on site. The municipal code does not establish the time period that this exempted equipment may operate. However, limits on construction hours would be determined in the special provisions for construction activities. Because this is a City Project, authorization is not needed before work can begin.

- (a) The proposed Master Plans will not directly result in any construction activity and thus will not result in the exposure of any persons to short-term construction noise or any long-term excessive noise conditions. However, development followed pursuant to the Master Plans could result in the exposure of future developments and residents to higher noise levels that could exceed the City's Noise Standards. The General Plan Program EIR concluded that with adherence to the City's Noise Ordinance, impacts would be reduced to a less than significant level. Future development pursuant to the proposed project would also be subject to these mitigation measures, and the proposed project would not change any General Plan policies associated with reduction of noise impacts. Impact would be less than significant.



**Significance Determination:** Less than significant impact

**Mitigation Measures:** Mitigation measures are not required

**Significance After Mitigation:** No impact

- (b) The project will not result directly in any construction activity and thus will not result in the exposure of any persons to groundborne noise or vibration. Consistent with the General Plan, development under the Master Plans would be reviewed on project-by-project basis. Impact would be less than significant.

**Significance Determination:** Less than significant impact

**Mitigation Measures:** Mitigation measures are not required

**Significance After Mitigation:** No impact

- (c) The proposed project does not authorize any development activity, nor does the project allow for any new noise-intensive land uses in the project limits that would lead to the establishment of a noise environment different than that existing in the area today and the noise environment analyzed in the General Plan Program EIR. All land use activities will be required to comply with the noise regulations contained in Municipal Code. Future development pursuant to the proposed project would also be subject to General Plan Policies, Policy Actions, and Mitigation Measures. Impact would be less than significant.

**Significance Determination:** Less than significant impact

**Mitigation Measures:** Mitigation measures are not required

**Significance After Mitigation:** No impact

- (d) The proposed project will not directly result in any new construction. The proposed Master Plans implement policies and programs approved in the City of Lodi 2010 General Plan. The General Plan Program EIR concluded that compliance and/or adherence to the City's Noise Ordinance, policies and policy actions in the General Plan, and adherence to FEIR mitigation measure listed in the *Noise Element* would reduce short-term construction noise impacts to less than significant levels.<sup>44</sup> The proposed project would not affect any of these policies and future development projects would be required to abide by them. Impact would be less than significant.

**Significance Determination:** Less than significant impact

**Mitigation Measures:** Mitigation measures are not required

**Significance After Mitigation:** No impact

- (e) The proposed Master Plans would not expose people residing or working in the project limits to excessive noise levels generated by public use airports, or private airstrips. There is not an airport located within two (2) miles of the project limits. The closest airport to the Project site is the Lodi Airpark, located approximately four (4) miles southwest of the Project site, and supports twenty to thirty (20-30) operations per day. The airport's noise "footprint" does not extend beyond the immediate airport boundary. Therefore, the Project would have no impact from airport-generated noise.

**Significance Determination:** Less than significant impact

**Mitigation Measures:** Mitigation measures are not required

**Significance After Mitigation:** No impact

- (f) The City of Lodi is not located within an airport land use plan and no public airports are located within two miles of the City. There is not an airport located within two (2) miles of the project limits. The proposed project would not introduce any new public airports or private airstrips within the City; no impact would result.

**Significance Determination:** Less than significant impact

**Mitigation Measures:** Mitigation measures are not required

**Significance After Mitigation:** No impact

**Source:**

City of Lodi. *City of Lodi General Plan Final Environmental Impact Report SCH NO. 2009022075*. Prepared by Dytte & Bhatia Associates, Inc., April 2010.

\_\_\_\_\_. *City of Lodi General Plan 2010*. Prepared by Prepared by Dytte & Bhatia Associates, Inc., April 2010.

| Issues   | Potentially<br>Significant<br>Impact | Less Than<br>Significant<br>With Mitigation<br>Incorporated | Less-Than-<br>Significant<br>Impact | No<br>Impact                        |
|--|--------------------------------------|---|-------------------------------------|-------------------------------------|
| <b>4.13 POPULATION AND HOUSING</b>   |                                      |   |                                     |                                     |
| <i>Would the Project:</i>  |                                      |   |                                     |                                     |
| a. Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (e.g., through extension of roads or other infrastructure)? | <input type="checkbox"/>             | <input type="checkbox"/>                                    | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| b. Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?  | <input type="checkbox"/>             | <input type="checkbox"/>                                    | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| c. Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?  | <input type="checkbox"/>             | <input type="checkbox"/>                                    | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |

- (a) The proposed project consists of the implementation of Master Plans. Implementation of the proposed Master Plans is necessary to support the General Plan's growth forecast. No new housing or employment opportunities would not be created as a result of adoption of the proposed Master Plans. Therefore, because the proposed project would not change population within the City, impacts related to population growth would be less-than-significant.

**Significance Determination:** Less than significant impact

**Mitigation Measures:** Mitigation measures are not required

**Significance After Mitigation:** No impact

- (b) The proposed Master Plans do not propose any policies that are intended to or that would indirectly result in displacement or demolition of any permanent or temporary residential structures. The project is not expected to induce development and population to the City. Demand for new housing beyond that anticipated in the General Plan would not be created from the development of the proposed project nor would the proposed project displace any existing housing or people. Therefore, no impact to housing would result.

**Significance Determination:** No impact

**Mitigation Measures:** Mitigation measures are not required

**Significance After Mitigation:** No impact

- (c) Please refer to 3.13(B). Implementation of the plans would not result in displacement of people and no replacement housing would be required.

**Significance Determination:** No impact

**Mitigation Measures:** Mitigation measures are not required

**Significance After Mitigation:** No impact

**Sources:**

City of Lodi. City of Lodi General Plan Final Environmental Impact Report SCH NO. 2009022075. Prepared by Dytte & Bhatia Associates, Inc., April 2010.

| Issues  | Potentially Significant Impact | Less Than Significant With Mitigation Incorporated | Less-Than-Significant Impact        | No Impact                |
|---|--------------------------------|--|-------------------------------------|--------------------------|
| <b>4.14 PUBLIC SERVICES</b>   |                                |  |                                     |                          |
| <i>Would the Project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:</i> |                                |  |                                     |                          |
| a. Fire protection?   | <input type="checkbox"/>       | <input type="checkbox"/>                           | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b. Police protection?   | <input type="checkbox"/>       | <input type="checkbox"/>                           | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| c. Schools?   | <input type="checkbox"/>       | <input type="checkbox"/>                           | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| d. Parks?   | <input type="checkbox"/>       | <input type="checkbox"/>                           | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| e. Other public facilities?   | <input type="checkbox"/>       | <input type="checkbox"/>                           | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

### Regulatory Settings

#### City of Lodi General Plan

The Lodi General Plan Growth Management and Infrastructure Element addressed public services.

GM-G4: Provide public facilities-including police and fire services, schools and libraries commensurate with the needs of the existing and future population.

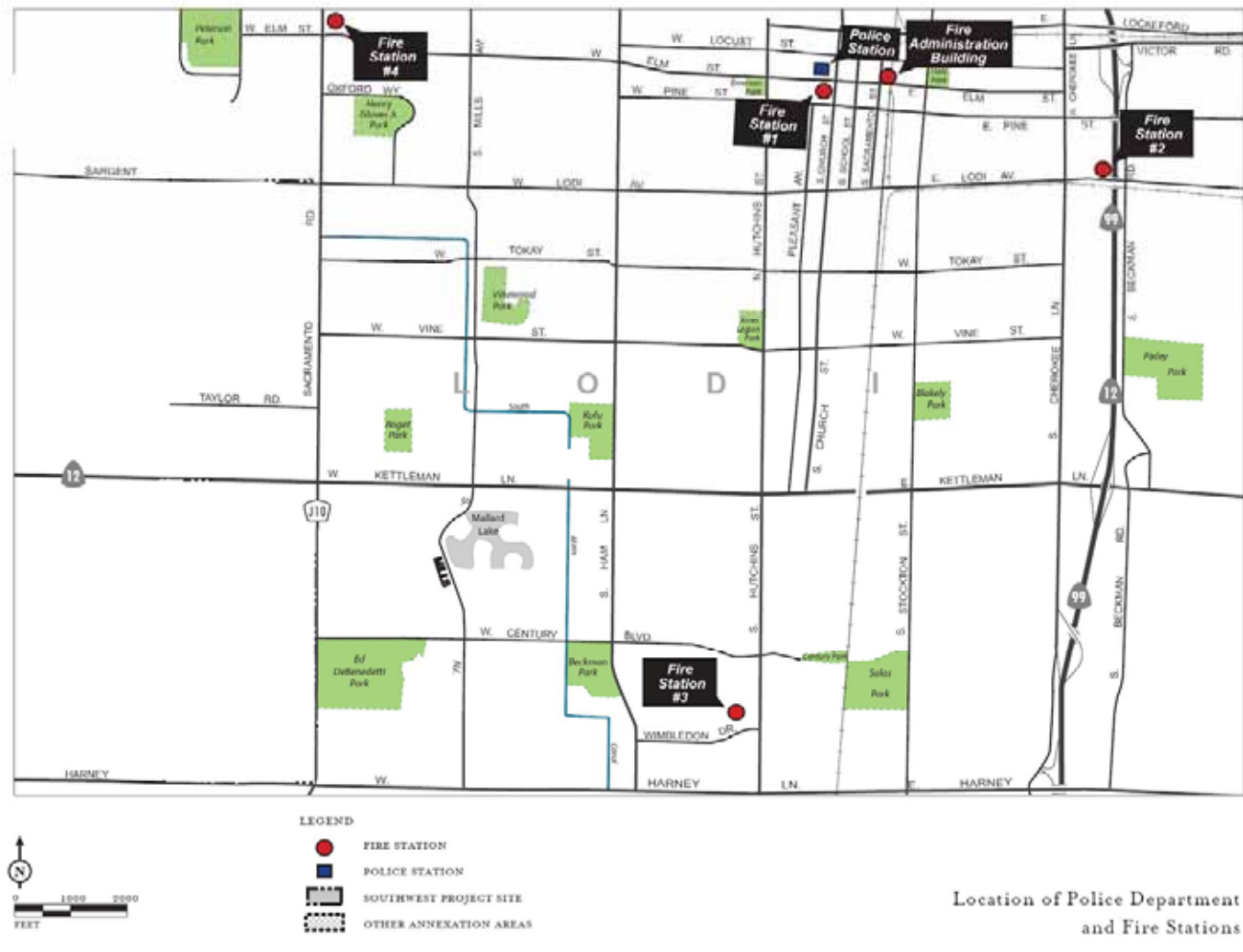
#### Fire Protection

The Lodi Fire Department (LFD) provides fire protection, basic life support (BLS), fire prevention, technical rescue, and hazardous materials response services to the City of Lodi. The LFD employs 48 firefighters, captains, and engineers. In addition, LFD employs 4 battalion chiefs, 2 division chiefs, 1 fire chief, 2 support staff, and 1 inspector for a total department work force of 59. LFD maintains 4 front line fire apparatus capable of 1500 GPM, one Truck Company, 100 ft aerial, 2 reserve apparatus, and various support vehicles. The LFD has 4 fire stations located throughout the City of Lodi.

#### Police

The Lodi Police Department provides law enforcement and animal services to the City of Lodi. The LPD has 117 positions including 78 Sworn Officers. The LPD will service the area that will be annexed. In addition, the LPD maintains SWAT van, 1 SWAT armored Vehicle, 1 Mobile Command Center, 1 DUI trailer, 1 Crime Prevention van, 1 FET van, 24 patrol cars, 25 undercover cars, 4 motorcycles, 1 bomb squad van, and 4 volunteer vehicles. The LPD also maintains an average of 1.25-minute emergency response time and maintains an average of 31 minutes per call at the scene of the incident.



**Figure 4.14.1 – Fire Stations and Police Department Locations**





Schools

The Project site lies within the Lodi Unified School District (LUSD). The Lodi Unified School District provides public education for grades preschool through twelve on a traditional calendar system. The District employs 3,018 contracted employees, including 1,573 teachers. The District maintains thirty elementary schools, seven middle schools, and ten alternative schools, and three charter schools. In addition, the District currently has plans for five more elementary schools, including the one proposed as part of this Project. At present, the District employs one thousand five hundred seventy-three teachers 1,573 teachers at its facilities.

Parks and Recreation. The City of Lodi operates a total of 27 parks, natural open space areas, and sports field. Park facilities in Lodi range from mini-parks and tot lots to larger regional parks and natural open space areas, in accordance with the City of Lodi Park development standards. Several parks serve the dual purpose of a park facility and a storm drainage detention basin during the winter rainy season. The City of Lodi General Plan established a standard of 8 acres of neighborhood and community parkland per 1,000 population, including school parks and storm drainage detention basin parks, and 3.9 acres of neighborhood and community parkland per 1,000 population, excluding school parks and storm drainage detention basin parks. (More detailed discussion is provided in Recreation Section).

- (a) The proposed project consists of the adoption of Master Plans. The proposed Master Plans were developed as policies of the City's 2010 General Plan. The proposed Master Program is necessary to maintain service levels for the anticipated growth per the 2010 General Plan. The Master Plans would not generate new residents or employees, and would not result in a demand of fire and emergency response services. Future construction activities would be reviewed on project-by-project basis to ensure compliance and consistency with the City's Safety policy. Therefore, impacts are less than significant.

**Significance Determination:** Less than significant impact

**Mitigation Measures:** Mitigation measures are not required

**Significance After Mitigation:** No impact

- (b) The City of Lodi Police Department provides police protection to the City. The proposed project consists of adoption of policy documents and does not include uses that would require additional police services or facilities. Future development would furthermore be subject to General Plan policies and policy actions ensuring safety in the community; the proposed project would not affect any of those policies. Impact would be less than significant. Therefore, impacts are less than significant.

**Significance Determination:** Less than significant impact

**Mitigation Measures:** Mitigation measures are not required

**Significance After Mitigation:** No impact

- (c) The proposed project does not involve any construction activity. Whenever new development projects are proposed and approved pursuant to the 2010 General Plan, payment of fees to the applicable school district is considered full mitigation for project impacts according to Senate Bill (SB) 50, including impacts related to the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, or other performance objectives for schools. Therefore, individual project applicants would be required to pay the statutory fees so that space can be constructed, if necessary, at the nearest sites to accommodate the impact of project-generated students, reducing impacts to a less than significant level.

**Significance Determination:** Less than significant impact

**Mitigation Measures:** Mitigation measures are not required

**Significance After Mitigation:** No impact

- (d) The proposed project consists of the adoption of Master Plans. The proposed Master Plans are necessary to maintain service levels anticipated by the 2010 General Plan. Whenever new development projects are proposed and approved pursuant to the 2010 General Plan, projects will be subject to the goals and policies as well as best management practices (BMPs) included in the General Plan. Policies include requiring the City to plan for and expand a variety of public services (including law enforcement, fire protection, school, community, and park and recreation facilities) consistent with community needs to ensure that adequate levels of service are maintained. Therefore, because the proposed project would incorporate all relevant City policies and would not directly result in adverse physical impacts to fire and police protection services, schools, parks, or other public facilities and services, less than significant impact would occur.

**Significance Determination:** Less than significant impact

**Mitigation Measures:** Mitigation measures are not required

**Significance After Mitigation:** No impact

- (e) A significant impact may occur if the proposed project generates demand for other public facilities, thereby exceeding the capacity available to serve the project site.

The proposed project consists of adoption of policy documents and would not contribute significantly to the demand for any other public facilities (e.g., library, senior centers, or other public facilities/services) as it would not directly introduce a new population of residents to the City. Some minor incidental demand for services may result, as such impacts would be less than significant on a Project-specific or cumulative basis.

**Significance Determination:** Less than significant impact

**Mitigation Measures:** Mitigation measures are not required

**Significance After Mitigation:** No impact

**Sources:**

City of Lodi. City of Lodi General Plan Final Environmental Impact Report SCH NO. 2009022075. Prepared by Dytte & Bhatia Associates, Inc., April 2010.

\_\_\_\_\_. City of Lodi General Plan 2010. Prepared by Dytte & Bhatia Associates, Inc., April 2010.



| Issues      |   | Potentially<br>Significant<br>Impact | Less Than<br>Significant With<br>Mitigation<br>Incorporated | Less-Than-<br>Significant<br>Impact | No<br>Impact                        |
|-------------|---|--------------------------------------|---|-------------------------------------|-------------------------------------|
| <b>4.15</b> | <b>RECREATION</b>   |                                      |   |                                     |                                     |
| a.          | Would the Project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated? | <input type="checkbox"/>             | <input type="checkbox"/>                                    | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| b.          | Does the Project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?                        | <input type="checkbox"/>             | <input type="checkbox"/>                                    | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |

### Regulatory Setting

#### Lodi General Plan

The Lodi General Plan Parks, Recreation, and Open Space Element addresses recreation issues. It contains the following pertinent policy.

P-GI: Provide and maintain park and recreation facilities for the entire community.

- (a) The proposed Master Plans would not add new residents or create new land uses that would impact existing recreational facilities. The Bicycle Master Plan would likely result in additional residents and visitors utilizing the bikeways because the planned bikeways are intended to provide connections to parks. However, it would be expected that many of these users would already be utilizing the park and recreation facilities and would be simply be using a non-motorized transportation alternative to reach the parks and open spaces. The proposed project would increase the use of existing parks and recreation facilities to the extent that the expanded bikeway system and BMP policies encourage park and open space use for residents who were not previously using these recreational facilities, or additional use by those already using the recreational facilities. However, this increased use would not be expected to substantially impact the parks and facilities to the extent that physical deterioration would occur nor would these facilities need to be expanded. Therefore, the project would have a **less than significant** impact on recreation facilities.

**Significance Determination:** Less than significant impact

**Mitigation Measures:** Mitigation measures are not required

**Significance After Mitigation:** No impact

- (b) The proposed Master Plans implement General Plan policies and programs, and does not affect General Plan policy, which requires dedication of parkland and/or payment of in-lieu fees prior to approval of final parcel or tract maps for residential projects. Policies include requiring the City to plan for and expand a variety of public services, including park and recreation facilities, consistent with community needs. Other policies include requiring the City to maintain park service standards, require developers to provide for park acreages at a minimum of 8 acres/1,000 residents and make land acquisition for parks and open space a recreation priority, require the City to ensure that

recreation facilities are sited to minimize negative impacts. The City's park and recreation master plan is required to be updated as necessary to outline facility needs and funding mechanisms for future parks. Therefore, because the proposed project would incorporate all relevant City policies and would not directly result in an increase in use or the construction of new parks or other recreational facilities, impacts would be less than significant.

**Significance Determination:** Less than significant impact

**Mitigation Measures:** Mitigation measures are not required

**Significance After Mitigation:** No impact

**Sources:**

City of Lodi. City of Lodi General Plan Final Environmental Impact Report SCH NO. 2009022075. Prepared by Dytté & Bhatia Associates, Inc., April 2010.

\_\_\_\_\_. City of Lodi General Plan 2010. Prepared by Dytté & Bhatia Associates, Inc., April 2010.

| Issues   | Potentially Significant Impact | Less Than Significant With Mitigation Incorporated | Less-Than-Significant Impact        | No Impact                           |
|--|--------------------------------|--|-------------------------------------|-------------------------------------|
| <b>4.16 TRANSPORTATION/TRAFFIC</b>   |                                |  |                                     |                                     |
| <i>Would the Project:</i>  |                                |  |                                     |                                     |
| a. Cause an increase in traffic which is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at intersections)? | <input type="checkbox"/>       | <input type="checkbox"/>                           | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| b. Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways?   | <input type="checkbox"/>       | <input type="checkbox"/>                           | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| c. Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?  | <input type="checkbox"/>       | <input type="checkbox"/>                           | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| d. Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?   | <input type="checkbox"/>       | <input type="checkbox"/>                           | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| e. Result in inadequate emergency access?  | <input type="checkbox"/>       | <input type="checkbox"/>                           | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| f. Result in inadequate parking capacity?  | <input type="checkbox"/>       | <input type="checkbox"/>                           | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| g. Conflict with adopted policies, plans, or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)?   | <input type="checkbox"/>       | <input type="checkbox"/>                           | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |

- (a) A significant impact may occur if the proposed project causes an increase in traffic that is substantial in relation to the existing traffic load and capacity of the street system. The proposed project consists of the adoption of Master Plans. The proposed project does not involve construction of any new roadways, modification of existing roadways, or any modification to the existing transportation system, including transit, bicycle, equestrian, pedestrian, and private automobile modes, and would not increase vehicle trips. Because modifications to the transportation system would not occur, a substantial increase in hazards due to roadway design features or incompatible uses would not result from implementation of the proposed project. Therefore, because no additional vehicle trips would be introduced to the existing roadway network as a result of the project, the proposed projects are anticipated to result in less than significant traffic impacts.

**Significance Determination:** Less than significant impact

**Mitigation Measures:** Mitigation measures are not required

**Significance After Mitigation:** No impact

- (b) A significant impact may occur if the proposed project exceeds, either individually or cumulatively, a level of service standard established by the San Joaquin Council of Governments, the county congestion management agency, for designated roads or highways.

Please refer to 3.11(A). The purpose of a Congestion Management Program (CMP) is to develop a coordinated approach to managing and decreasing traffic congestion by linking the various transportation, land use, and air quality planning programs throughout the County. The CMP program required review of substantial individual projects, which might individually impact the CMP transportation system. The proposed project does not involve construction of any new roadways, modification of existing roadways, or any modification to the existing transportation system, including transit, bicycle, equestrian, pedestrian, and private automobile modes, and would not increase vehicle trips. Therefore, less than significant impact would occur.

**Significance Determination:** Less than significant impact

**Mitigation Measures:** Mitigation measures are not required

**Significance After Mitigation:** No impact

- (c) The proposed project would not require any changes to existing regional air traffic activity and is not located within an airport land use plan area. Therefore, no impact to air traffic patterns would occur.

**Significance Determination:** Less than significant impact

**Mitigation Measures:** Mitigation measures are not required

**Significance After Mitigation:** No impact

- (d) Please refer to 3.11(A). The proposed project does not involve construction of any new roadways, modification of existing roadways, or any modification to the existing transportation system, including transit, bicycle, equestrian, pedestrian, and private automobile modes, and would not increase vehicle trips. Therefore, less than significant impact would occur.

**Significance Determination:** Less than significant impact

**Mitigation Measures:** Mitigation measures are not required

**Significance After Mitigation:** No impact

- (e) The proposed project would not modify the existing transportation system.

**Significance Determination:** No impact

**Mitigation Measures:** Mitigation measures are not required

**Significance After Mitigation:** No impact

- (f) Please refer to 3.11(A). The proposed project does not involve construction of any new roadways, modification of existing roadways, or any modification to the existing transportation system, including transit, bicycle, equestrian, pedestrian, and private automobile modes, and would not increase vehicle trips.



**Significance Determination:** No Impact.

**Mitigation Measures:** Mitigation measures are not required

**Significance After Mitigation:** No impact

- (g) A significant impact may occur if the proposed project conflicts with adopted policies, plans, or programs supporting alternative transportation. The proposed project does not involve construction of any new roadways, modification of existing roadways, or any modification to the existing transportation system, including transit, bicycle, equestrian, pedestrian, and private automobile modes, and would not increase vehicle trips. Because modifications to the transportation system would not occur, a substantial increase in hazards due to roadway design features or incompatible uses would not result from implementation of the proposed project. Therefore, because no additional vehicle trips would be introduced to the existing roadway network as a result of the project, less than significant impact is anticipated.

**Significance Determination:** No Impact.

**Mitigation Measures:** Mitigation measures are not required

**Significance After Mitigation:** No impact

**Sources:**

City of Lodi. City of Lodi General Plan Final Environmental Impact Report SCH NO. 2009022075. Prepared by Dytte & Bhatia Associates, Inc., April 2010.



| Issues  | Potentially Significant Impact | Less Than Significant With Mitigation Incorporated | Less-Than-Significant Impact        | No Impact                |
|---|--------------------------------|--|-------------------------------------|--------------------------|
| <b>4.17 UTILITIES AND SERVICE SYSTEMS</b>   |                                |  |                                     |                          |
| <i>Would the Project:</i>   |                                |  |                                     |                          |
| a. Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?   | <input type="checkbox"/>       | <input type="checkbox"/>                           | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b. Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?                            | <input type="checkbox"/>       | <input type="checkbox"/>                           | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| c. Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?                                     | <input type="checkbox"/>       | <input type="checkbox"/>                           | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| d. Have sufficient water supplies available to serve the Project from existing entitlements and resources, or are new or expanded entitlements needed?  | <input type="checkbox"/>       | <input type="checkbox"/>                           | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| e. Result in a determination by the wastewater treatment provider which serves or may serve the Project that it has adequate capacity to serve the Project's Projected demand in addition to the provider's existing commitments? | <input type="checkbox"/>       | <input type="checkbox"/>                           | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| f. Be served by a landfill with sufficient permitted capacity to accommodate the Project's solid waste disposal needs?  | <input type="checkbox"/>       | <input type="checkbox"/>                           | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| g. Comply with federal, state, and local statutes, and regulations related to solid waste?  | <input type="checkbox"/>       | <input type="checkbox"/>                           | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

## Regulatory Setting

### Lodi General Plan

The Lodi General Plan Growth Management and Infrastructure Element addresses utilities and service systems. It includes the following relevant policy:

GM-G2: Provide infrastructure-including water, sewer, stormwater, and solid waste/recycling systems-that is designed and timed to be consistent with Projected capacity requirements and development phasing.

### Water

The City provides water to its customers from a series of 27 wells drawing on 150 foot to 500 foot deep aquifers. A "safe yield" of approximately 15,000 acre-feet per year (AFY) has been estimated for the aquifer serving as the source of the City water supply based on water balance calculations. The City of Lodi has adopted and maintains an Urban Water Management Plan to Project future demands and to ensure that the supply of urban water is

provided in a manner suitable to serve the demands of future growth. The City currently uses groundwater as its sole source of supply through a network of 27 production wells in operation, which have a capacity of 35,210 gallons per minute or 50.7 million gallons per day (MGD). The wells operate automatically on demand and pump directly into the distribution system. Seven of the wells are fitted with emergency diesel-powered generators to maintain water pressure during power outages.

**Wastewater**

The City owns and operates the wastewater collection system within its corporate limits. The collection system includes separate domestic and industrial sewers and related pumping facilities. Untreated wastewater is piped to the City's treatment plant through pipes, utilizing both gravity flow and lift stations, where appropriate. The City also owns the treatment facilities at the White Slough Water Pollution Control Facility (WSWPCF) located approximately 6 miles southwest of the City. The City has adopted and maintains a *Wastewater Master Plan* to estimate future infrastructure and service demands within Lodi. Upgrades and improvements to the infrastructure and plant can provide sewer service to the Project area. The City's domestic sewage treatment plant has the capacity to treat 8.5 million gallons per day (mgd) at completion of the current expansion Project.

**Storm Drainage**

Currently, the City maintains a network of conveyance pipelines and storm pump stations with storage basins located around the City. The basins are interconnected with adjacent drainage areas so that the disposal of nuisance waters and moderate storm water runoff could be accomplished by gravity flow to storm pump stations with ultimate disposal to the Mokelumne River or the Woodbridge Irrigation District (WID) canal. By diverting lower flows directly to terminal drainage facilities, the basins are utilized for multiple uses including recreations, recharge, and storm water detention.

**Energy Service**

Lodi Electric and Utility Department (EUD) provides electricity to the City of Lodi and the Project vicinity. EUD is customer-owned and City operated to offer local residences competitive prices and service. Pacific Gas and Electric Company (PG&E) provides natural gas service. PG&E is a state-regulated that is obligated to extend electrical and gas service to existing and new development within its service area.

- (a) A significant impact may occur if the proposed project exceeds wastewater treatment requirements of the regional water quality control board, the local regulatory governing agency. The proposed project consists of adoption of policy documents. It does not involve any development activity. The project implements General Plan policies and programs. The project would not facilitate any substantial new development activity beyond that analyzed in the General Plan FEIR. The Master Plan would not directly result in an increased demand for wastewater treatment service by the City. The plan is meant to accommodate growth anticipated by the City's 2010 General Plan. Since no construction project is associated with the plan, and this project consist of adopting a policy document, a less-than-significant impact related to the City's sewer system would occur.

**Significance Determination:** Less than significant.

**Mitigation Measures:** Mitigation measures are not required

**Significance After Mitigation:** No impact

- (b) As indicated in the project description, the proposed Master Plans are an integral part of the City's 2010 General Plan and involve establishment and adoption of policy documents to accommodate future growth. No physical improvements or construction activities are proposed in conjunction with adoption of the Master Plans. Subsequent development in the Plan Area, including all Subdivisions, Site Plan Reviews, Planned Development Review, and Conditional Use Permits will be subject to environmental review on a project-by-project basis. In addition, all applicable policies, standards, and regulations would be adhered to during design and construction of the individual improvement projects included in the Wastewater Master Plan. Furthermore, the project would not change or interfere with Regional Water Quality Control Board wastewater treatment requirements. New development under implementation of the Specific Plan would continue to comply with all provisions of the NPDES program, as enforced by the RWQCB, consistent with the conclusions of the General Plan Program EIR. Impacts on any wastewater treatment capabilities and public services would be less than significant.

**Significance Determination:** Less than significant.

**Mitigation Measures:** Mitigation measures are not required

**Significance After Mitigation:** No impact

- (c) The proposed project does not involve any development activity. The project implements General Plan policies and programs. The project would not facilitate any substantial new development activity beyond that analyzed in the General Plan FEIR. The General Plan Program EIR included a mitigation measure which requires all new development to undertake a site-specific sewer evaluation prior to issuance of grading permits or otherwise determined as necessary by the City. The sewer evaluation on a site specific basis assesses the adequacy of the conveyance system capacities, including trunk and local sewers. The proposed project would not affect this mitigation measure, and future development projects within the project limits would be required to comply with this mitigation measure. The construction of all storm water drainage facilities would be subject to the requirements of the RWQCB and the NPDES permit process; therefore impacts are considered less than significant. Impacts on any stormwater drainage capabilities and public services would be less than significant.

**Significance Determination:** Less than Significant.

**Mitigation Measures:** Mitigation measures are not required

**Significance After Mitigation:** No impact

- (d) City of Lodi Water supplies and distributes potable water. According to the City's Urban Water Management Plan (UWMP), the City currently has a net surplus in water supply given the City's current water entitlements and current water demand. In addition, year 2030 Projections show the City with a net surplus in water supply. The UWMP analyzed future growth within the City based on land use assumptions depicted

in the City's General Plan. The proposed Project consists of activation of a well and would contribute to the City's water supply. The proposed project does not involve any development activity. The project implements General Plan policies and programs at a development level that does not exceed that which was analyzed in the General Plan EIR. Review of future projects will continue to be carried out to ensure that the projects are consistent with all General Plan Policies and Policy Actions. Impacts on water supplies or water supply infrastructure would be less than significant.

**Significance Determination:** Less than significant.

**Mitigation Measures:** Mitigation measures are not required

**Significance After Mitigation:** No impact

- (e) The City of Lodi Public Works Department provides wastewater treatment for the City of Lodi. Wastewater in the City of Lodi is treated at the White Slough Water Pollution Control Facility (WSWPCF). The facility has been expanded to a design capacity of 8.5 million gallons (mgd) per day with permits to operate at 8.5 mgd.. The WSWPCF currently treats approximately 6.2 mgd per day, which means the facility has a net surplus capacity of 2.3 mgd per day ("permitted" capacity). The proposed project does not involve any development activity. The project implements General Plan policies and programs. Review of future projects will continue to be carried out to ensure that the projects are consistent with all General Plan Policies and Policy Actions. Impacts on any wastewater treatment capabilities and public services would be less than significant.

**Significance Determination:** Less than significant.

**Mitigation Measures:** Mitigation measures are not required

**Significance After Mitigation:** No impact

- (f) As indicated in the General Plan EIR, The increased solid waste due to implementation of the General Plan could be accommodated within the existing landfill capacity. Adoption of the proposed Master Plans will not facilitate any substantial new development activity beyond that analyzed in the General Plan EIR, and thus will not lead to any significant solid waste production beyond that previously indicated. Furthermore, compliance with the City's Source Reduction and Recycling Element (SRRE) program, whereby all future development projects must divert solid waste to meet state diversion goals associated with AB 939, as well as State and County waste reduction programs and policies, would reduce the volume of solid waste entering landfills. Review of future projects will continue be carried out to ensure that the projects are consistent with all General Plan Policies and Policy Actions and the SRRE program. Adherence to such requirements would reduce potential impacts associated with solid waste to a less than significant impact level.

**Significance Determination:** Less than significant.

**Mitigation Measures:** Mitigation measures are not required

**Significance After Mitigation:** No impact

- (g) As indicated above, in the General Plan EIR, the increased solid waste due to implementation of the General Plan could be accommodated within the existing landfill

capacity. Review of future projects will continue be carried out to ensure that the projects are consistent with all General Plan Policies and Policy Actions. Adherence to such requirements would reduce potential impacts associated with solid waste to a less than significant impact level.

**Significance Determination:** Less than significant.

**Mitigation Measures:** Mitigation measures are not required

**Significance After Mitigation:** No impact

**Sources:**

California, State of, Water Resources Control Board. GeoTracker. 2008. Available online at <http://www.geotracker.swrcb.ca.gov>

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West Yost & Associates, 2005. Technical Memorandum No.1 Full Surface Water Implementation Study, City of Lodi.

West Yost Associates. 2003. Memo including summary of proposed improvements at the White Slough WPCF. January 2003.

West Yost Associates. 2006. Memo including summary of proposed Phase 3 improvements 2007 at the White Slough WPCF. September 2006.

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|        |             |           |           |    |
|--------|-------------|-----------|-----------|----|
| Issues | Potentially | Less Than | Less Than | No |
|--------|-------------|-----------|-----------|----|

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|  | Significant<br>Impact    | Significant With<br>Mitigation<br>Incorporated | Significant<br>Impact               | Impact                   |
|--|--------------------------|--|-------------------------------------|--------------------------|
| <b>4.18 MANDATORY FINDINGS OF SIGNIFICANCE</b>   |                          |  |                                     |                          |
| a. Does the Project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory? | <input type="checkbox"/> | <input type="checkbox"/>                       | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b. Does the Project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a Project are considerable when viewed in connection with the effects of past Projects, the effects of other current Projects, and the effects of probable future Projects)?   | <input type="checkbox"/> | <input type="checkbox"/>                       | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| c. Does the Project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?  | <input type="checkbox"/> | <input type="checkbox"/>                       | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

**(a) Does the Project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?**

**Less than Significant impact.** As documented in this Initial Study, the results of the preceding analyses and discussions of responses to the entire Initial Study Checklist have determined that the proposed project would have no effect upon sensitive biological resources, and would not result in significant impacts to historical, archaeological or paleontological resources. The proposed Master Plans support anticipated growth by the recently adopted 2010 General Plan. There are no historic resources identified within the project limits. The proposed project will not affect regulations protecting historical or cultural resources. The proposed Master Plans do not authorize any plan for a development or redevelopment on any property within the City of Lodi or the project vicinity. The Master Plans are intended to provide a framework for future projects in accordance with the 2010 General Plan and Lodi General Plan EIR 2009 (SCH#2009022075). The proposed project would not result in any effects that would degrade the quality of the environment. Subsequent development in the Plan Area, including all Subdivisions, Site Plan Reviews, Planned Development Review, and

Conditional Use Permits will be subject to environmental review on a project-by-project basis.

- (b) Does the project have impacts that are individually limited, but cumulatively considerable? "Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.**

**Less than Significant Impact.** CEQA Guidelines Section 15064(i) states that a Lead Agency shall consider whether the cumulative impact of a project is significant and whether the effects of the project are cumulatively considerable. The assessment of the significance of the cumulative effects of a project must, therefore, be conducted in connection with the effects of past projects, other current projects, and probable future projects. Cumulative effects resulting from implementation of the City's goals and policies were evaluated in the General Plan Program EIR 2009 (SCH#2009022075). The proposed Master Plans implement the policies and vision of the General Plan. No General Plan policies would be changed or modified through adoption of the proposed project. Adoption of the proposed Master Plans would not create any significant impacts beyond those previously identified in the General Plan Program EIR. No development projects are associated with the proposed project, and thus the project would not contribute to short-term or long-term cumulative impacts.

- (c) Does the Project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?**

**Less than significant impact.** The proposed project does not involve any development activity. Rather, the project implements adopted General Plan policies and policy actions. The Master Plans provide infrastructural framework for possible development in the future. The proposed project would not result in any adverse effects on human beings, either directly or indirectly.

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## **Section 5**

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**Documents Referenced**

- Alquist-Priolo Earthquake Fault Zoning Act (<http://www.consrv.ca.gov/dmg/shezp/maps/mora4.htm>).
- California Environmental Quality Act Guidelines, as amended.
- California Air Resources Board (CARB), *Air Quality and Land Use Handbook: A Community Health Perspective*, 2005.
- California Air Resources Board (CARB), *Ambient Air Quality Standards*, last updated February, 2007.
- California Air Resources Board, *California 1990 Greenhouse Gas Emissions Level and 2020 Emissions Limit*, 2007.
- California Department of Conservation (CDC), Division of Mines, *California Geological Survey - SMARA Mineral Land Classification Map 2006*.
- California Department of Conservation, Division of Land Resource Protection. *San Joaquin County Important Farmland 2006*. June 2008.
- \_\_\_\_\_. Farmland Mapping and Monitoring Program (2004-2006).
- California Geological Survey (CGS), Probabilistic Seismic Hazards Mapping Ground Motion Page, <http://redirect.conservation.ca.gov/cgs/rghm/psha/pshamap.asp>, accessed February 25, 2010.
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- City of Lodi. 2006. 2005 Urban Water Management Plan: Final Report. Prepared by RMC, March 2006.
- Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map, Map Panel Number 06077C0169F, Effective Date October 16, 2009.
- San Joaquin Valley Air Pollution Control District (SJVAPCD), *Guide for Assessing and Mitigating Air Quality Impacts, Technical Document: Information for Preparing Air Quality Sections in EIRs*, Adopted August 20, 1998; January 10, 2002 revision.

- San Joaquin Valley Air Pollution Control District (SJVAPCD), *District Air Quality Plans and Related Reports, Particulate Matter, and Ozone*, 2003.
  - San Joaquin Valley Air Pollution Control District (SJVAPCD), *Ambient Air Quality Standards and Valley Attainment Status*, 2005.
  - San Joaquin County, Draft Airport Land Use Compatibility Plan, 2008.
  - San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP).
  - State of California, Department of Conservation, Division of Land Resource Protection. Farmland Mapping and Monitoring Program. Accessed at [www.consrv.ca.gov/dlrp](http://www.consrv.ca.gov/dlrp)
  - State of California, Health and Human Safety Code, Section 7050.5.
  - State of California, Public Resources Code, Section 5097.5.
  - United States, Department of the Interior, Fish & Wildlife Service. National Wetlands Inventory. *Wetlands Mapper*, Accessed March 28, 2011. Available online at <http://www.fws.gov/wetlands/data/Mapper.html>
  - United States, Department of the Interior, Fish & Wildlife Service. *The National Map* (created and maintained by U.S. Department of the Interior, Geological Survey).
  - United States, Environmental Protection Agency, *EnviroMapper for Superfund*. Available online at <http://www.epa.gov/enviro/sf/>.
- \_\_\_\_\_. *Inventory of US Greenhouse Gas Emissions and Sinks 1990-2006*, 2008.
- U.S. Department of Transportation, Federal Highway Administration. *The National Scenic Byways Program*. (<http://www.scenic.org/byways>).
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Draft  
Final Negative Declaration / Initial Study

For

**CITY OF LODI MASTER PLANS**

SCH# 2012062045

July 16, 2012

**Prepared by:**  
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## TABLE OF CONTENTS

|  |            |
|--|------------|
| <b>Chapter 1 - Negative Declaration .....</b>          | <b>1-1</b> |
| <b>Chapter 2 - Introduction .....</b>                  | <b>2-1</b> |
| 2.1 - Purpose of the Final Initial Study .....         | 2-1        |
| 2.2 - Environmental Review Process .....               | 2-1        |
| 2.3 - Project Description .....                        | 2-2        |
| 2.4 - Project Location .....                           | 2-2        |
| <b>Chapter 3 - Written Comments and Responses.....</b> | <b>3-1</b> |



## CHAPTER 2 - INTRODUCTION

### 2.1 Purpose of the Final Initial Study

This document is an Initial Study/ Negative Declaration (IS/ND) for the City of Lodi Master Plans. The City of Lodi has prepared a Wastewater Collection System Master Plan, Water Distribution System Master Plan, Storm Drainage System Master Plan and Bicycle Master Plan, which together make up the City's Master Plans (Master Plans). The Master Plans were prepared and developed consistent with the recently adopted 2010 General Plan. Pursuant to Section 15152 of the California Environmental Quality Act (CEQA) Guidelines, this Initial Study is tiered from the City of Lodi 2010 General Plan Environmental Impact Report (General Plan EIR) (State Clearinghouse Number 2009022075).

Under CEQA, tiering refers to the use of analysis contained in previously certified, broad-level Environmental Impact Reports (EIRs) (often programmatic EIRs) to support or complement project-specific EIRs or IS/NDs.<sup>1</sup> CEQA Guidelines encourage the use of tiered environmental documents to reduce delays and excessive paperwork in the environmental review process. This is accomplished in tiered documents by eliminating repetitive analyses of issues that were adequately addressed in the Program EIR and by incorporating those analyses by reference. Impacts only need to be analyzed in more detail in the Initial Study if they were not examined in the prior EIR or if findings were not adopted for significant, unavoidable impacts.

The statutes and guidelines of the California Environmental Quality Act (CEQA) require the Lead Agency to consult with public agencies having jurisdiction over a proposed project and to provide public and other interested parties with an opportunity to comment on a Draft IS/MND. This document responds to environmental issues raised in the comments on the Draft IS/MND.

### 2.2 - Environmental Review Process

The Draft IS/ND for the Lodi Master Plans was submitted to the State Clearinghouse (SCH # 2012062045) on June 14, 2012 for a 30-day public and agency review and comment, which ended on Friday, June 13, 2012. The Draft IS/ND was prepared in accordance with the requirements of the California Environmental Quality Act (CEQA) Statutes (Public Resources Code [PRC] Sections 21000 et seq.) and the CEQA Guidelines (Title 14, Section 15000 et seq. of the California Code of Regulations). The City of Lodi is the lead agency for CEQA compliance.

In accordance with the CEQA Statutes (PRC Section 21092) and Section 15072 of the CEQA Guidelines, public notice of the Draft IS/ND was provided by the City of Lodi through publication of an announcement in the Lodi Sentinel on June 14, 2012. In accordance with Section 15105(b) of the CEQA Guidelines, the City provided a 30-day public review period for the Draft IS/Negative Declaration commenced on **Wednesday**,

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<sup>1</sup> California Association of Environmental Professionals, 2012, CEQA Statute and Guidelines.

**June 13, 2012** and ended on **Friday, July 13, 2012**. At the conclusion of the public review period, all written comments were responded to and incorporated in the Final ND.

The public notice published in the Lodi Sentinel included details on how to obtain copies of the Draft IS/ND. Additional notification methods were also used, including: mailing copies of the Draft IS/ND to various agencies, posting the Notice of Availability (NOA) at the City's website and library. The NOA included information on how to obtain copies of the Draft IS/ND and how to provide comments on the document.

The City received two comment letters on the Draft IS/ND during the 30-day public and agency comment period. These two comment letters are addressed in Chapter 3 of this document. This Final IS/ND has been prepared to respond to the comments received by the City that address environmental issues related to the Draft IS/ND, in accordance with the CEQA Guidelines.

## **2.3 Project description**

The City of Lodi has prepared four separate comprehensive Master Plans consistent with the directives outlined in the recently adopted General Plan: a Wastewater Master Plan, a Water Master Plan, a Storm Drainage Master Plan, and a Bicycle Master Plan. The 2010 General Plan identifies areas to be developed within and outside of the city through the year 2030. The General Plan specifies in Section 3 – Growth Management and Infrastructure, GM-P11, that the City “prepare Master Plan documents as necessary during the planning period to address the infrastructure needs of existing and projected growth, and to determine appropriate infrastructure provisions for each phase.”

The Master Plans are policy-level, City-initiated plans and do not authorize any specific development or construction projects. In order to provide for a thematically and geographically comprehensive analysis of the Master Plans, potential environmental impacts associated with both plans are analyzed at a “program” level within this Initial Study. Future development projects will be required to receive City approval and conduct appropriate environmental review on project-by-project basis. The comprehensive Master Plans provide guidance for implementing development within the project limits. The Master Plans set forth implementation action plans that identify near and long term actions necessary to achieve orderly development as envisioned by the City's General Plan. The anticipated horizon year for the Master Plans correlate to the 2010 General Plan. The City will conduct specific analyses of future infrastructure project designs and locations to determine appropriate environmental documentation and mitigations measures.

## **2.4 Project Location**

The Lodi Master Plans study area includes the current city boundaries and the Lodi 2010 General Plan planning area. The Mokelumne River forms the northern edge of the city; Harney and Hogan lane southern edge. The Central California Traction Line (CCT) railroad (north of Kettleman Lane) and SR-99 (south of Kettleman Lane) form the eastern boundary. The western boundary extends approximately one-half mile west of Lower

Sacramento Road. Lodi (exclusive of White Slough Water Pollution Control Facility) encompasses an area of 12.3 square miles.

### CHAPTER 3 - WRITTEN COMMENTS AND RESPONSES

The City received two (2) comment letters on the Draft IS/ND during the public and agency comment period. The following table lists the commenters and the dates of the letters. Each letter and individual comment has been assigned a letter/number designation for cross-referencing.

Also included at the end of this chapter is a letter from the State Clearinghouse. The letter acknowledges that the City of Lodi has complied with the State Clearinghouse draft environmental document review requirements, and indicates that one state agency submitted comments through the State Clearinghouse by the close of the comment period on May 11, 2011. All comment letters received are addressed in this Final IS/MND.

| <b>List of Commenters/Letters</b> |   |                       |                        |
|-----------------------------------|---|-----------------------|------------------------|
| <b>Designation</b>                | <b>Commenter</b>  | <b>Date of Letter</b> | <b>Comment Numbers</b> |
| A                                 | Regional Water Quality Control Board, Region 5 (Sacramento) | July 3, 2012          | A-1                    |
| B                                 | State Clearinghouse   | July 12, 2012         | A-1                    |





RECEIVED

JUL 06 2012

COMMUNITY DEVELOPMENT DEPT  
CITY OF LODI



Central Valley Regional Water Quality Control Board

3 July 2012

Immanuel Bereket  
City of Lodi  
Planning Division  
221 West Pine Street  
Lodi, CA 95240

CERTIFIED MAIL  
7011 2970 0003 5615 7402

**COMMENTS TO THE DRAFT NEGATIVE DECLARATION, CITY OF LODI MASTER PLANS PROJECT, SCH NO. 2012062045, SAN JOAQUIN COUNTY**

Pursuant to the State Clearinghouse' 14 June 2012 request, the Central Valley Regional Water Quality Control Board (Central Valley Water Board) has reviewed the *Draft Negative Declaration* for the City of Lodi Master Plans Project, located in San Joaquin County.

Our agency is delegated with the responsibility of protecting the quality of surface and groundwaters of the state; therefore our comments will address concerns surrounding those issues.

**Construction Storm Water General Permit**

Dischargers whose project disturb one or more acres of soil or where projects disturb less than one acre but are part of a larger common plan of development that in total disturbs one or more acres, are required to obtain coverage under the General Permit for Storm Water Discharges Associated with Construction Activities (Construction General Permit), Construction General Permit Order No. 2009-009-DWQ. Construction activity subject to this permit includes clearing, grading, grubbing, disturbances to the ground, such as stockpiling, or excavation, but does not include regular maintenance activities performed to restore the original line, grade, or capacity of the facility. The Construction General Permit requires the development and implementation of a Storm Water Pollution Prevention Plan (SWPPP).

For more information on the Construction General Permit, visit the State Water Resources Control Board website at:

[http://www.waterboards.ca.gov/water\\_issues/programs/stormwater/constpermits.shtml](http://www.waterboards.ca.gov/water_issues/programs/stormwater/constpermits.shtml).

**A-1**

KARL E. LONGLEY SCB, P.E., CHAIR | PAMELA C. CREEDON P.E., BCCE, EXECUTIVE OFFICER  
11020 Sun Center Drive #200, Rancho Cordova, CA 95670 | [www.waterboards.ca.gov/centralvalley](http://www.waterboards.ca.gov/centralvalley)

RECEIVED FAX

**Phase I and II Municipal Separate Storm Sewer System (MS4) Permits<sup>1</sup>**

The Phase I and II MS4 permits require the Permittees reduce pollutants and runoff flows from new development and redevelopment using Best Management Practices (BMPs) to the maximum extent practicable (MEP). MS4 Permittees have their own development standards, also known as Low Impact Development (LID)/post-construction standards that include a hydromodification component. The MS4 permits also require specific design concepts for LID/post-construction BMPs in the early stages of a project during the entitlement and CEQA process and the development plan review process.

For more information on which Phase I MS4 Permit this project applies to, visit the Central Valley Water Board website at:  
[http://www.waterboards.ca.gov/centralvalley/water\\_issues/storm\\_water/municipal\\_permits/](http://www.waterboards.ca.gov/centralvalley/water_issues/storm_water/municipal_permits/).

**Industrial Storm Water General Permit**

Storm water discharges associated with industrial sites must comply with the regulations contained in the Industrial Storm Water General Permit Order No. 97-03-DWQ.

For more information on the Industrial Storm Water General Permit, visit the Central Valley Water Board website at:  
[http://www.waterboards.ca.gov/centralvalley/water\\_issues/storm\\_water/industrial\\_general\\_permits/index.shtml](http://www.waterboards.ca.gov/centralvalley/water_issues/storm_water/industrial_general_permits/index.shtml).

**Clean Water Act Section 404 Permit**

If the project will involve the discharge of dredged or fill material in navigable waters or wetlands, a permit pursuant to Section 404 of the Clean Water Act may be needed from the United States Army Corps of Engineers (USACOE). If a Section 404 permit is required by the USACOE, the Central Valley Water Board will review the permit application to ensure that discharge will not violate water quality standards. If the project requires surface water drainage realignment, the applicant is advised to contact the Department of Fish and Game for information on Streambed Alteration Permit requirements.

If you have any questions regarding the Clean Water Act Section 404 permits, please contact the Regulatory Division of the Sacramento District of USACOE at (916) 557-5250.

**Clean Water Act Section 401 Permit – Water Quality Certification**

If an USACOE permit, or any other federal permit, is required for this project due to the disturbance of waters of the United States (such as streams and wetlands), then a Water Quality Certification must be obtained from the Central Valley Water Board prior to initiation of project activities. There are no waivers for 401 Water Quality Certifications.

<sup>1</sup> Municipal Permits = The Phase I Municipal Separate Storm Water System (MS4) Permit covers medium sized Municipalities (serving between 100,000 and 250,000 people) and large sized municipalities (serving over 250,000 people). The Phase II MS4 provides coverage for small municipalities, including non-traditional Small MS4s, which include military bases, public campuses, prisons and hospitals.

**A-1**

City of Lodi Master Plans  
San Joaquin County

- 3 -

3 July 2012

**Waste Discharge Requirements**

If USACOE determines that only non-jurisdictional waters of the State (i.e., "non-federal" waters of the State) are present in the proposed project area, the proposed project will require a Waste Discharge Requirement (WDR) permit to be issued by Central Valley Water Board. Under the California Porter-Cologne Water Quality Control Act, discharges to all waters of the State, including all wetlands and other waters of the State including, but not limited to, isolated wetlands, are subject to State regulation.

For more information on the Water Quality Certification and WDR processes, visit the Central Valley Water Board website at:  
[http://www.waterboards.ca.gov/centralvalley/help/business\\_help/permit2.shtml](http://www.waterboards.ca.gov/centralvalley/help/business_help/permit2.shtml).

If you have questions regarding these comments, please contact me at (916) 464-4684 or [tcleak@waterboards.ca.gov](mailto:tcleak@waterboards.ca.gov).



Trevor Cleak  
Environmental Scientist  
401 Water Quality Certification Program

**A-1**

cc: State Clearinghouse Unit, Governor's Office of Planning and Research, Sacramento





**RESPONSE TO COMMENT A**

*Comment Letter A:* Regional Water Quality Control Board, Region 5 (Sacramento)

**Response to Comment A-1**

Thank you for your input on this important City project. As documented in the Draft Negative Declaration, the City of Lodi has prepared four separate comprehensive Master Plans consistent with the directives outlined in the recently adopted General Plan: a Wastewater Master Plan, a Water Master Plan, a Storm Drainage Master Plan, and a Bicycle Master Plan. The 2010 General Plan identifies areas to be developed within and outside of the city through the year 2030.

The Master Plans are policy-level, City-initiated plans and do not authorize any specific development or construction projects. Future development projects, including infrastructure improvements, will be required to receive City approval and conduct appropriate environmental review on project-by-project basis.

This comment is noted.



STATE OF CALIFORNIA—BUSINESS, TRANSPORTATION AND HOUSING AGENCY

EDMUND G. BROWN, Jr., Governor

**DEPARTMENT OF TRANSPORTATION**

P.O. BOX 2048 STOCKTON, CA 95201  
(1976 E. CHARTER WAY/1976 E. DR. MARTIN  
LUTHER KING JR. BLVD. 95205)  
TTY: California Relay Service (800) 735-2929  
PHONE (209) 941-1921  
FAX (209) 948-7194



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Be energy efficient!*

July 12, 2012

**10-SJ-Various  
City of Lodi Master Plan  
SCH #2012062045**

Manny Bereket  
City of Lodi  
Planning Division  
221 W. Pine St.  
Lodi, CA 95240

Dear Mr. Bereket,

The California Department of Transportation (Department) appreciates the opportunity to comment on the Negative Declaration for the **City of Lodi Master Plans**. The City of Lodi has prepared four separate comprehensive Master Plans consistent with the directives outlined in the recently adopted General Plan: Wastewater Master Plan, Water Master Plan, Storm Drainage Master Plan, and Bicycle Master Plan. All Master Plans are policy-level and do not authorize any specific development or construction projects.

Should the City decide to proceed with any projects/improvements identified in the Master Plans that would impact the State Highway System or encroach on the State's right-of-way, a Traffic Analysis Report of the proposed project should be submitted for our review and comment through the Intergovernmental Review (IGR) process.

If you have any questions, please contact Sinarath Pheng at (209) 942-6092 (e-mail: Sinarath\_Pheng@dot.ca.gov) or myself at (209) 941-1921.

Sincerely,

*for* **TOM DUMAS, CHIEF  
OFFICE OF METROPOLITAN PLANNING**

c Scott Morgan, State Clearinghouse

**B-1**

*"Caltrans improves mobility across California"*



## **RESPONSE TO COMMENT B**

*Comment Letter A:* Regional Water Quality Control Board, Region 5 (Sacramento)

### **Response to Comment B-1**

Thank you for your input on this important City project. This comment is noted.

---

## **PROPOSED MITIGATED NEGATIVE DECLARATION**

Prepared pursuant to City of Lodi Environmental Guidelines, §§ 1.7 (c), 5.5

**FILE NUMBER:** 12-ND-01

**PROJECT TITLE:** City of Lodi Master Plans

**PROJECT DESCRIPTION:** The City of Lodi has prepared a Wastewater Collection System Master Plan, Water Distribution System Master Plan, Storm Drainage System Master Plan, and Bicycle Master Plan, which together make up the City's Master Plans. The Master Plans were prepared and developed consistent with the recently adopted 2010 General Plan. The Master Plans are an integral part of the City's General Plan and involve establishment and adoption of policy documents to accommodate future growth. No physical improvements or construction activities are proposed in conjunction with adoption of the Master Plans. This Initial Study and ND evaluated whether the proposed Master Plans would result in physical impacts beyond those addressed in the General Plan EIR. The Master Plans do not include design-level details for any single infrastructure improvement project. The goal of the Initial Study analysis is to evaluate the potential environmental impacts could occur due to adoption of the Master Plans. Based on the analysis of this Initial Study, a negative declaration is sufficient for adoption of the proposed Master Utility Plans. The City will conduct specific analyses of future infrastructure project designs and locations to determine appropriate environmental documentation and mitigations measures.

**PROJECT LOCATION:** The Lodi Master Plans study area includes the current city boundaries and the Lodi 2010 General Plan planning area. The Mokelumne River forms the northern edge of the city; Harney and Hogan lane southern edge. The Central California Traction Line (CCT) railroad (north of Kettleman Lane) and SR-99 (south of Kettleman Lane) form the eastern boundary. The western boundary extends approximately one-half mile west of Lower Sacramento Road. Lodi (exclusive of White Slough Water Pollution Control Facility) encompasses an area of 12.3 square miles.

**APPLICANT:**

**City of Lodi Public Works Department**  
221 West Pine Street  
Lodi, CA 95240

A copy of the Initial Study ("Environmental Information Form" and "Environment Checklist") documenting the reasons to support the adoption of a Negative Declaration is available at the **City of Lodi Community Development Department, 221 West Pine Street, Lodi CA 95240.**

Mitigation measures are ☐ are not ☒ included in the project to avoid potentially significant effects on the environment.

---

The public review on the proposed Negative Declaration commenced on **Wednesday, June 13, 2012** and ended on **Friday, July 13, 2012**. At the conclusion of the public review period, all written comments were responded to and incorporated in the Final ND.

The City will provide additional public notices when the public hearings have been scheduled to consider approval of the Negative Declaration.

---

Konradt Bartlam, Community Development Director

---

Date



## CHAPTER 2 - INTRODUCTION

### 2.1 Purpose of the Final Initial Study

This document is an Initial Study/ Negative Declaration (IS/ND) for the City of Lodi Master Plans. The City of Lodi has prepared a Wastewater Collection System Master Plan, Water Distribution System Master Plan, Storm Drainage System Master Plan and Bicycle Master Plan, which together make up the City's Master Plans (Master Plans). The Master Plans were prepared and developed consistent with the recently adopted 2010 General Plan. Pursuant to Section 15152 of the California Environmental Quality Act (CEQA) Guidelines, this Initial Study is tiered from the City of Lodi 2010 General Plan Environmental Impact Report (General Plan EIR) (State Clearinghouse Number 2009022075).

Under CEQA, tiering refers to the use of analysis contained in previously certified, broad-level Environmental Impact Reports (EIRs) (often programmatic EIRs) to support or complement project-specific EIRs or IS/NDs.<sup>1</sup> CEQA Guidelines encourage the use of tiered environmental documents to reduce delays and excessive paperwork in the environmental review process. This is accomplished in tiered documents by eliminating repetitive analyses of issues that were adequately addressed in the Program EIR and by incorporating those analyses by reference. Impacts only need to be analyzed in more detail in the Initial Study if they were not examined in the prior EIR or if findings were not adopted for significant, unavoidable impacts.

The statutes and guidelines of the California Environmental Quality Act (CEQA) require the Lead Agency to consult with public agencies having jurisdiction over a proposed project and to provide public and other interested parties with an opportunity to comment on a Draft IS/MND. This document responds to environmental issues raised in the comments on the Draft IS/MND.

### 2.2 - Environmental Review Process

The Draft IS/ND for the Lodi Master Plans was submitted to the State Clearinghouse (SCH # 2012062045) on June 14, 2012 for a 30-day public and agency review and comment, which ended on Friday, June 13, 2012. The Draft IS/ND was prepared in accordance with the requirements of the California Environmental Quality Act (CEQA) Statutes (Public Resources Code [PRC] Sections 21000 et seq.) and the CEQA Guidelines (Title 14, Section 15000 et seq. of the California Code of Regulations). The City of Lodi is the lead agency for CEQA compliance.

In accordance with the CEQA Statutes (PRC Section 21092) and Section 15072 of the CEQA Guidelines, public notice of the Draft IS/ND was provided by the City of Lodi through publication of an announcement in the Lodi Sentinel on June 14, 2012. In accordance with Section 15105(b) of the CEQA Guidelines, the City provided a 30-day public review period for the Draft IS/Negative Declaration commenced on **Wednesday**,

---

<sup>1</sup> California Association of Environmental Professionals, 2012, CEQA Statute and Guidelines.

**June 13, 2012** and ended on **Friday, July 13, 2012**. At the conclusion of the public review period, all written comments were responded to and incorporated in the Final ND.

The public notice published in the Lodi Sentinel included details on how to obtain copies of the Draft IS/ND. Additional notification methods were also used, including: mailing copies of the Draft IS/ND to various agencies, posting the Notice of Availability (NOA) at the City's website and library. The NOA included information on how to obtain copies of the Draft IS/ND and how to provide comments on the document.

The City received two comment letters on the Draft IS/ND during the 30-day public and agency comment period. These two comment letters are addressed in Chapter 3 of this document. This Final IS/ND has been prepared to respond to the comments received by the City that address environmental issues related to the Draft IS/ND, in accordance with the CEQA Guidelines.

## **2.3 Project description**

The City of Lodi has prepared four separate comprehensive Master Plans consistent with the directives outlined in the recently adopted General Plan: a Wastewater Master Plan, a Water Master Plan, a Storm Drainage Master Plan, and a Bicycle Master Plan. The 2010 General Plan identifies areas to be developed within and outside of the city through the year 2030. The General Plan specifies in Section 3 – Growth Management and Infrastructure, GM-P11, that the City “prepare Master Plan documents as necessary during the planning period to address the infrastructure needs of existing and projected growth, and to determine appropriate infrastructure provisions for each phase.”

The Master Plans are policy-level, City-initiated plans and do not authorize any specific development or construction projects. In order to provide for a thematically and geographically comprehensive analysis of the Master Plans, potential environmental impacts associated with both plans are analyzed at a “program” level within this Initial Study. Future development projects will be required to receive City approval and conduct appropriate environmental review on project-by-project basis. The comprehensive Master Plans provide guidance for implementing development within the project limits. The Master Plans set forth implementation action plans that identify near and long term actions necessary to achieve orderly development as envisioned by the City's General Plan. The anticipated horizon year for the Master Plans correlate to the 2010 General Plan. The City will conduct specific analyses of future infrastructure project designs and locations to determine appropriate environmental documentation and mitigations measures.

## **2.4 Project Location**

The Lodi Master Plans study area includes the current city boundaries and the Lodi 2010 General Plan planning area. The Mokelumne River forms the northern edge of the city; Harney and Hogan lane southern edge. The Central California Traction Line (CCT) railroad (north of Kettleman Lane) and SR-99 (south of Kettleman Lane) form the eastern boundary. The western boundary extends approximately one-half mile west of Lower

Sacramento Road. Lodi (exclusive of White Slough Water Pollution Control Facility) encompasses an area of 12.3 square miles.

### CHAPTER 3 - WRITTEN COMMENTS AND RESPONSES

The City received two (2) comment letters on the Draft IS/ND during the public and agency comment period. The following table lists the commenters and the dates of the letters. Each letter and individual comment has been assigned a letter/number designation for cross-referencing.

Also included at the end of this chapter is a letter from the State Clearinghouse. The letter acknowledges that the City of Lodi has complied with the State Clearinghouse draft environmental document review requirements, and indicates that one state agency submitted comments through the State Clearinghouse by the close of the comment period on May 11, 2011. All comment letters received are addressed in this Final IS/MND.

| <b>List of Commenters/Letters</b> |   |                       |                        |
|-----------------------------------|---|-----------------------|------------------------|
| <b>Designation</b>                | <b>Commenter</b>  | <b>Date of Letter</b> | <b>Comment Numbers</b> |
| A                                 | Regional Water Quality Control Board, Region 5 (Sacramento) | July 3, 2012          | A-1                    |
| B                                 | State Clearinghouse   | July 12, 2012         | A-1                    |





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COMMUNITY DEVELOPMENT DEPT  
CITY OF LODI



Central Valley Regional Water Quality Control Board

3 July 2012

Immanuel Bereket  
City of Lodi  
Planning Division  
221 West Pine Street  
Lodi, CA 95240

CERTIFIED MAIL  
7011 2970 0003 5615 7402

**COMMENTS TO THE DRAFT NEGATIVE DECLARATION, CITY OF LODI MASTER PLANS PROJECT, SCH NO. 2012062045, SAN JOAQUIN COUNTY**

Pursuant to the State Clearinghouse' 14 June 2012 request, the Central Valley Regional Water Quality Control Board (Central Valley Water Board) has reviewed the *Draft Negative Declaration* for the City of Lodi Master Plans Project, located in San Joaquin County.

Our agency is delegated with the responsibility of protecting the quality of surface and groundwaters of the state; therefore our comments will address concerns surrounding those issues.

**Construction Storm Water General Permit**

Dischargers whose project disturb one or more acres of soil or where projects disturb less than one acre but are part of a larger common plan of development that in total disturbs one or more acres, are required to obtain coverage under the General Permit for Storm Water Discharges Associated with Construction Activities (Construction General Permit), Construction General Permit Order No. 2009-009-DWQ. Construction activity subject to this permit includes clearing, grading, grubbing, disturbances to the ground, such as stockpiling, or excavation, but does not include regular maintenance activities performed to restore the original line, grade, or capacity of the facility. The Construction General Permit requires the development and implementation of a Storm Water Pollution Prevention Plan (SWPPP).

For more information on the Construction General Permit, visit the State Water Resources Control Board website at:

[http://www.waterboards.ca.gov/water\\_issues/programs/stormwater/constpermits.shtml](http://www.waterboards.ca.gov/water_issues/programs/stormwater/constpermits.shtml).

**A-1**

KARL E. LONGLEY SCB, P.E., CHAIR | PAMELA C. CREEDON P.E., BCCE, EXECUTIVE OFFICER  
11020 Sun Center Drive #200, Rancho Cordova, CA 95670 | [www.waterboards.ca.gov/centralvalley](http://www.waterboards.ca.gov/centralvalley)

RECEIVED FAX

**Phase I and II Municipal Separate Storm Sewer System (MS4) Permits<sup>1</sup>**

The Phase I and II MS4 permits require the Permittees reduce pollutants and runoff flows from new development and redevelopment using Best Management Practices (BMPs) to the maximum extent practicable (MEP). MS4 Permittees have their own development standards, also known as Low Impact Development (LID)/post-construction standards that include a hydromodification component. The MS4 permits also require specific design concepts for LID/post-construction BMPs in the early stages of a project during the entitlement and CEQA process and the development plan review process.

For more information on which Phase I MS4 Permit this project applies to, visit the Central Valley Water Board website at:  
[http://www.waterboards.ca.gov/centralvalley/water\\_issues/storm\\_water/municipal\\_permits/](http://www.waterboards.ca.gov/centralvalley/water_issues/storm_water/municipal_permits/).

**Industrial Storm Water General Permit**

Storm water discharges associated with industrial sites must comply with the regulations contained in the Industrial Storm Water General Permit Order No. 97-03-DWQ.

For more information on the Industrial Storm Water General Permit, visit the Central Valley Water Board website at:  
[http://www.waterboards.ca.gov/centralvalley/water\\_issues/storm\\_water/industrial\\_general\\_permits/index.shtml](http://www.waterboards.ca.gov/centralvalley/water_issues/storm_water/industrial_general_permits/index.shtml).

**Clean Water Act Section 404 Permit**

If the project will involve the discharge of dredged or fill material in navigable waters or wetlands, a permit pursuant to Section 404 of the Clean Water Act may be needed from the United States Army Corps of Engineers (USACOE). If a Section 404 permit is required by the USACOE, the Central Valley Water Board will review the permit application to ensure that discharge will not violate water quality standards. If the project requires surface water drainage realignment, the applicant is advised to contact the Department of Fish and Game for information on Streambed Alteration Permit requirements.

If you have any questions regarding the Clean Water Act Section 404 permits, please contact the Regulatory Division of the Sacramento District of USACOE at (916) 557-5250.

**Clean Water Act Section 401 Permit – Water Quality Certification**

If an USACOE permit, or any other federal permit, is required for this project due to the disturbance of waters of the United States (such as streams and wetlands), then a Water Quality Certification must be obtained from the Central Valley Water Board prior to initiation of project activities. There are no waivers for 401 Water Quality Certifications.

<sup>1</sup> Municipal Permits = The Phase I Municipal Separate Storm Water System (MS4) Permit covers medium sized Municipalities (serving between 100,000 and 250,000 people) and large sized municipalities (serving over 250,000 people). The Phase II MS4 provides coverage for small municipalities, including non-traditional Small MS4s, which include military bases, public campuses, prisons and hospitals.

**A-1**

City of Lodi Master Plans  
San Joaquin County

- 3 -

3 July 2012

**Waste Discharge Requirements**

If USACOE determines that only non-jurisdictional waters of the State (i.e., "non-federal" waters of the State) are present in the proposed project area, the proposed project will require a Waste Discharge Requirement (WDR) permit to be issued by Central Valley Water Board. Under the California Porter-Cologne Water Quality Control Act, discharges to all waters of the State, including all wetlands and other waters of the State including, but not limited to, isolated wetlands, are subject to State regulation.

For more information on the Water Quality Certification and WDR processes, visit the Central Valley Water Board website at:  
[http://www.waterboards.ca.gov/centralvalley/help/business\\_help/permit2.shtml](http://www.waterboards.ca.gov/centralvalley/help/business_help/permit2.shtml).

If you have questions regarding these comments, please contact me at (916) 464-4684 or [tcleak@waterboards.ca.gov](mailto:tcleak@waterboards.ca.gov).



Trevor Cleak  
Environmental Scientist  
401 Water Quality Certification Program

**A-1**

cc: State Clearinghouse Unit, Governor's Office of Planning and Research, Sacramento





**RESPONSE TO COMMENT A**

*Comment Letter A:* Regional Water Quality Control Board, Region 5 (Sacramento)

**Response to Comment A-1**

Thank you for your input on this important City project. As documented in the Draft Negative Declaration, the City of Lodi has prepared four separate comprehensive Master Plans consistent with the directives outlined in the recently adopted General Plan: a Wastewater Master Plan, a Water Master Plan, a Storm Drainage Master Plan, and a Bicycle Master Plan. The 2010 General Plan identifies areas to be developed within and outside of the city through the year 2030.

The Master Plans are policy-level, City-initiated plans and do not authorize any specific development or construction projects. Future development projects, including infrastructure improvements, will be required to receive City approval and conduct appropriate environmental review on project-by-project basis.

This comment is noted.



STATE OF CALIFORNIA—BUSINESS, TRANSPORTATION AND HOUSING AGENCY

EDMUND G. BROWN, Jr., Governor

**DEPARTMENT OF TRANSPORTATION**

P.O. BOX 2048 STOCKTON, CA 95201  
(1976 E. CHARTER WAY/1976 E. DR. MARTIN  
LUTHER KING JR. BLVD. 95205)  
TTY: California Relay Service (800) 735-2929  
PHONE (209) 941-1921  
FAX (209) 948-7194



*Flex your power!  
Be energy efficient!*

July 12, 2012

**10-SJ-Various  
City of Lodi Master Plan  
SCH #2012062045**

Manny Bereket  
City of Lodi  
Planning Division  
221 W. Pine St.  
Lodi, CA 95240

Dear Mr. Bereket,

The California Department of Transportation (Department) appreciates the opportunity to comment on the Negative Declaration for the **City of Lodi Master Plans**. The City of Lodi has prepared four separate comprehensive Master Plans consistent with the directives outlined in the recently adopted General Plan: Wastewater Master Plan, Water Master Plan, Storm Drainage Master Plan, and Bicycle Master Plan. All Master Plans are policy-level and do not authorize any specific development or construction projects.

Should the City decide to proceed with any projects/improvements identified in the Master Plans that would impact the State Highway System or encroach on the State's right-of-way, a Traffic Analysis Report of the proposed project should be submitted for our review and comment through the Intergovernmental Review (IGR) process.

If you have any questions, please contact Sinarath Pheng at (209) 942-6092 (e-mail: Sinarath\_Pheng@dot.ca.gov) or myself at (209) 941-1921.

Sincerely,

*for* **TOM DUMAS, CHIEF  
OFFICE OF METROPOLITAN PLANNING**

c Scott Morgan, State Clearinghouse

**B-1**



## **RESPONSE TO COMMENT B**

*Comment Letter A:* Regional Water Quality Control Board, Region 5 (Sacramento)

### **Response to Comment B-1**

Thank you for your input on this important City project. This comment is noted.

# City of Lodi Impact Mitigation Fee Program UPDATE DRAFT



August 2012



Harris & Associates

GCG

GOODWIN CONSULTING GROUP

Final Report – August 2012  
Summary of Responsibilities

| Description of Item                 | Prepared By   | Approved By                     |
|-------------------------------------|---|---------------------------------|
| Development Forecast                | Denise Wiman, City of Lodi  | F. Wally Sandelin, City of Lodi |
| Assignment of Burden<br>to Land Use | Alison Bouley, Harris & Associates<br>Storm Drain, Transportation, Wastewater<br>Conveyance, Water Supply | F. Wally Sandelin, City of Lodi |
|                                     | Victor Irzyk, Goodwin Consultants<br>Fire, Police, General Facilities, AIPP                               |                                 |
|                                     | Bob Reed, The Reed Group, Inc.<br>Water & Wastewater Treatment  |                                 |
| Project Cost Estimates              | Alison Bouley, Harris & Associates<br>Storm Drain, Transportation, Wastewater<br>Conveyance, Water Supply | F. Wally Sandelin, City of Lodi |
|                                     | Victor Irzyk, Goodwin Consulting Group<br>Fire, Police, General Facilities, AIPP                          |                                 |
|                                     | F. Wally Sandelin, City of Lodi<br>Water & Wastewater Treatment   |                                 |



| Description of Item                         | Prepared By                                       | Approved By                                    |
|---|---|--|
| Development Impact Fee Estimates            | <div>Victor Irzyk, Goodwin Consulting Group</div> | <div>F. Wally Sandelin, City of Lodi</div>     |
| Legal Form                                  |   | <div>D. Stephen Schwabauer, City of Lodi</div> |
| Approved for Transmittal to<br>City Council |   | <div>D. Stephen Schwabauer, City of Lodi</div> |

City of Lodi  
Impact Mitigation Fee Program Update  
Table of Contents

|    |   |    |
|----|---|----|
| 1. | Executive Summary and Introductory Sections ..... | 1  |
|    | Introduction .....                                | 1  |
|    | Purpose of IMFP .....                             | 1  |
|    | Vacant Land Description .....                     | 2  |
|    | Summary of Proposed Fees .....                    | 3  |
|    | Fee Adjustment Procedures .....                   | 5  |
|    | Nexus Requirement Summary .....                   | 5  |
|    | Lodi Municipal Code Amendments .....              | 6  |
| 2. | Development Assumptions.....                      | 7  |
|    | Population.....                                   | 7  |
|    | Land Use Categories and Density Assumptions ..... | 9  |
|    | Vacant Land Inventory .....                       | 10 |
| 3. | Impact Fee Methodology .....                      | 13 |
|    | DUE Factors .....                                 | 13 |
|    | Cost Estimates .....                              | 14 |
|    | Mark-Up Assumptions .....                         | 15 |
|    | Land Acquisition Assumptions .....                | 15 |
|    | Fee Methodology.....                              | 15 |
|    | Plan-Based Fee Methodology .....                  | 15 |
|    | Standard-Based Fee Methodology .....              | 16 |
|    | Credits and Reimbursement Policies.....           | 18 |
|    | Land Uses .....                                   | 18 |
| 4. | Water .....                                       | 20 |
|    | Background .....                                  | 20 |
|    | Facilities and Costs.....                         | 20 |
|    | Dwelling Unit Equivalents .....                   | 21 |
|    | Fee Methodology.....                              | 23 |
|    | Surface Water Treatment Component.....            | 23 |

|    |  |    |
|----|--|----|
|    | New Water Supply Facilities Component..... | 25 |
|    | Total Water Impact Mitigation Fee.....     | 25 |
|    | Fee Schedule.....                          | 25 |
|    | Nexus Requirements.....                    | 26 |
| 5. | Wastewater .....                           | 27 |
|    | Wastewater Treatment Plant .....           | 27 |
|    | Background .....                           | 27 |
|    | Facilities and Costs.....                  | 27 |
|    | Dwelling Unit Equivalents .....            | 28 |
|    | Fee Methodology.....                       | 28 |
|    | Fee Schedule.....                          | 31 |
|    | Nexus Requirements.....                    | 31 |
|    | South Wastewater Trunk Line.....           | 32 |
|    | Background .....                           | 32 |
|    | Facilities and Costs.....                  | 32 |
|    | Dwelling Unit Equivalents .....            | 34 |
|    | Fee Zones .....                            | 34 |
|    | Fee Methodology.....                       | 36 |
|    | Fee Schedule.....                          | 36 |
|    | Nexus Requirements.....                    | 37 |
| 6. | Storm Drainage.....                        | 38 |
|    | Background .....                           | 38 |
|    | Facilities and Costs.....                  | 38 |
|    | Dwelling Unit Equivalents .....            | 40 |
|    | Fee Methodology.....                       | 40 |
|    | Fee Schedule.....                          | 41 |
|    | Conceptual Zone 2 Fees .....               | 41 |
|    | Nexus Requirements.....                    | 43 |
| 7. | Transportation.....                        | 44 |
|    | Background .....                           | 44 |
|    | Facilities and Costs.....                  | 44 |
|    | Dwelling Unit Equivalents .....            | 46 |

|                                 |        |
|---------------------------------|--------|
| Fee Methodology.....            | 47     |
| Fee Schedule.....               | 47     |
| Nexus Requirements.....         | 48     |
| <br>8. Police .....             | <br>49 |
| Background .....                | 49     |
| Facilities and Costs.....       | 49     |
| Level Of Service Standard ..... | 49     |
| Dwelling Unit Equivalents ..... | 50     |
| Fee Methodology.....            | 50     |
| Fee Schedule.....               | 52     |
| Nexus Requirements.....         | 52     |
| <br>9. Fire.....                | <br>53 |
| Background .....                | 53     |
| Facilities and Costs.....       | 53     |
| Level of Service Standard ..... | 54     |
| Dwelling Unit Equivalents ..... | 54     |
| Fee Methodology.....            | 55     |
| Fee Schedule.....               | 56     |
| Nexus Requirements.....         | 56     |
| <br>10. Parks .....             | <br>57 |
| Background .....                | 57     |
| Facilities and costs.....       | 57     |
| Level of Service Standard ..... | 58     |
| Dwelling Unit Equivalents ..... | 58     |
| Fee Methodology.....            | 59     |
| Fee Schedule.....               | 60     |
| Nexus Requirements.....         | 60     |
| <br>11. Electric Utility .....  | <br>61 |
| Background .....                | 61     |
| Facilities and Costs.....       | 61     |
| Dwelling Unit Equivalents ..... | 62     |

|  |        |
|--|--------|
| Fee Methodology.....                           | 62     |
| Fee Schedule.....                              | 63     |
| Nexus Requirements.....                        | 64     |
| <br>12. General City Facilities .....          | <br>65 |
| Background .....                               | 65     |
| Facilities and Costs.....                      | 65     |
| Level of Service Standard .....                | 66     |
| Dwelling Unit Equivalents .....                | 66     |
| Fee Methodology.....                           | 67     |
| Fee Schedule.....                              | 67     |
| Nexus Requirements.....                        | 68     |
| <br>13. Art in Public Places .....             | <br>69 |
| Background .....                               | 69     |
| Facilities and Costs.....                      | 69     |
| Level of Service Standard .....                | 70     |
| Dwelling Unit Equivalents .....                | 70     |
| Fee Methodology.....                           | 71     |
| Fee Schedule.....                              | 71     |
| Nexus Requirements.....                        | 72     |
| <br>14. Implementation and Administration..... | <br>73 |
| Implementation.....                            | 73     |
| Fee Adjustments .....                          | 73     |
| Fee Program Administrative Requirements .....  | 73     |

## Tables and Figures

|   |    |
|---|----|
| Table 1-1: Water and Wastewater Fees .....  | 3  |
| Table 1-2: Transportation, Police, Fire, General City Facilities, Park, and Art in Public Places Fees ..... | 3  |
| Table 1-3: Electric Utility Fees.....   | 4  |
| Table 1-4: Storm Drainage Fees .....  | 4  |
| Table 1-5: South Wastewater Trunk Line Fees .....   | 5  |
| Table 2-1: Residential Density Assumptions.....   | 7  |
| Table 2-2: Projected Citywide Population Increase.....  | 8  |
| Table 2-3: Population Density by Land Use Category .....  | 9  |
| Table 2-4: Projected Citywide Non-Residential Development .....   | 10 |
| Figure 2-1:2035 Projected Housing Development .....   | 11 |
| Figure 2-2: Non-Residential Growth Forecast.....  | 12 |
| Table 3-1: Demand Variable by Fee Component .....   | 13 |
| Table 3-2: Summary of Facilities Costs.....   | 14 |
| Table 3-3: Mark Up Assumptions.....   | 15 |
| Table 4-1: Surface Water Treatment and Storage Costs.....   | 21 |
| Table 4-2: Hydraulic Capacity Factors for Various Meter Sizes.....  | 22 |
| Table 4-3: Water Dwelling Unit Equivalents of Future Non-Residential Development.....                       | 23 |
| Table 4-4: Water Dwelling Unit Equivalents of Future Residential Development .....                          | 23 |
| Table 4-5: Surface Water Treatment Component Calculation .....  | 24 |
| Table 4-6: New Water Supply Facilities Component Calculation.....   | 25 |
| Table 4-7: Proposed Water System Impact Mitigation Fee Summary .....  | 25 |
| Table 4-8: Proposed Water System Impact Mitigation Fee Schedule .....                                       | 26 |
| Table 4-9: Water Fee Nexus Requirements .....   | 26 |
| Table 5-1: Wastewater Treatment Impact Mitigation Fee Calculation .....                                     | 30 |
| Table 5-2: Proposed Wastewater Treatment Plant Impact Mitigation Fee Schedule .....                         | 31 |
| Table 5-3: Wastewater Treatment Plant Nexus Requirement.....  | 32 |
| Figure 5-1: Wastewater Facilities Through 2035 .....  | 33 |
| Table 5-4: South Wastewater Trunk Line Costs.....   | 34 |
| Table 5-5: Dwelling Unit Equivalents .....  | 34 |
| Figure 5-2: Wastewater Fee Zones .....  | 35 |
| Table 5-6: South Wastewater Trunk Line Fee Schedule .....   | 36 |
| Table 5-7: South Wastewater Trunk Line Nexus Requirements .....   | 37 |
| Figure 6-1: Storm Drain Fee Zones .....   | 39 |
| Table 6-1: Storm Drainage Cost Summary.....   | 40 |
| Table 6-2: Storm Drainage Dwelling Unit Equivalents.....  | 40 |
| Table 6-3: Zone 1 Storm Drainage Fees .....   | 41 |
| Table 6-4: Zone 2 Estimated Costs .....   | 42 |
| Table 6-5: Zone 2 Conceptual Storm Drainage Fees.....   | 42 |
| Table 6-6: Storm Drainage Fee Nexus Requirements .....  | 43 |
| Table 7-1: Transportation Cost Summary.....   | 46 |
| Table 7-2: Calculation of Dwelling Unit Equivalent (DUE) Factors .....                                      | 47 |
| Table 7-3: Transportation Fees .....  | 47 |
| Table 7-4: Transportation Fee Nexus Requirements .....  | 48 |
| Table 8-1: Police Cost Summary .....  | 49 |

|  |    |
|--|----|
| Table 8-2: Police Facilities Dwelling Unit Equivalents .....       | 50 |
| Table 8-3: Police Station Cost .....                               | 51 |
| Table 8-4: Police Fees.....  | 52 |
| Table 8-5: Police Fee Nexus Requirements.....                      | 52 |
| Table 9-1: Fire Facilities Costs.....                              | 53 |
| Table 9-2: Fire Facilities Dwelling Unit Equivalents .....         | 54 |
| Table 9-3: Fire Station Persons Served.....                        | 55 |
| Table 9-4: Fire Fees .....   | 56 |
| Table 9-5: Fire Fee Nexus Requirements .....                       | 56 |
| Table 10-1: Park Facilities Costs .....                            | 57 |
| Table 10-2: Park Service Standards.....                            | 58 |
| Table 10-3: Parks Dwelling Unit Equivalents .....                  | 59 |
| Table 10-4: Park Fees .....  | 60 |
| Table 10-5: Park Fee Nexus Requirements .....                      | 60 |
| Table 11-1: Electric Utility Costs .....                           | 61 |
| Table 11-2: Electric Utility Dwelling Unit Equivalents .....       | 62 |
| Table 11-3: Electric Utility Fees.....                             | 63 |
| Table 11-4: Electric Utility Fee Nexus Requirements.....           | 64 |
| Table 12-1: General City Facilities Costs.....                     | 65 |
| Table 12-2: General City Facilities Dwelling Unit Equivalents..... | 66 |
| Table 12-3: General City Facilities Fees .....                     | 67 |
| Table 12-4: General Facility Fee Nexus Requirements.....           | 68 |
| Table 13-1: Existing Art in Public Places.....                     | 69 |
| Table 13-2: Art in Public Places Dwelling Unit Equivalents .....   | 71 |
| Table 13-3: Art in Public Places Fee .....                         | 71 |
| Table 13-4: Art in Public Places Nexus Requirements.....           | 72 |

# I. EXECUTIVE SUMMARY AND INTRODUCTORY SECTIONS

---

## INTRODUCTION

The City of Lodi (City) is located in the San Joaquin Valley, approximately 10 miles north of Stockton and 35 miles south of Sacramento. Incorporated in 1906, the City has grown to a current population of more than 62,000. Corresponding to this population growth, the San Joaquin Council of Government estimates that there are approximately 26,000 jobs in the City. The City's growth is provided for in both the General Plan and the City's Growth Ordinance (LMC 15.34) that allows for an increase in population of 2% per year.

Increased population and employment in the City will lead to increased demand for public infrastructure and services and will ultimately impact infrastructure and the facilities required to provide such services. Where backbone infrastructure and capital facilities are inadequate, permitting development is contrary to the responsibility of local government to protect the public's health, safety, and welfare. Consequently, the City has planned for construction and expansion of backbone infrastructure and capital facilities that will adequately serve current and future development anticipated through 2035.

Funding for these facilities will come from several sources, including the City's Impact Mitigation Fee Program (IMFP); federal, state and local programs; developer contributions; and other funding sources. The IMFP Fees discussed in this report will apply to all future growth within the City projected through 2035.

## PURPOSE OF IMFP

As new development occurs within the City, new backbone infrastructure and capital facilities will be required to meet the demands from future development. Backbone infrastructure and capital facilities will be funded through the City's IMFP, which will contain separate fee categories for each type of infrastructure and capital facility. The IMFP will apply to all future growth anticipated through 2035, except where otherwise noted in this report. The infrastructure and capital facility impact fee categories incorporated in this report include:

- Water Fee;
- Wastewater Fee;
- Storm Drainage Fee;
- Transportation Fee;
- Police Fee;
- Fire Fee;
- General City Facilities Fee;
- Park Fee;
- Electric Utility Fee; and
- Art in Public Places Fee.



The City retained a team of consultants, including Harris and Associates, Goodwin Consulting Group, Inc., Fehr & Peers, The Reed Group, and Vallier Design Associates, to assist it with the update of the IMFP. The fees in the IMFP will be implemented by the Lodi City Council through the adoption of this IMFP report. The IMFP is compliant with the requirements set forth in the Mitigation Fee Act and ensures that a rational nexus exists between the fees and the cost or portion of the cost of the infrastructure and capital facilities attributable to future development.

## **VACANT LAND DESCRIPTION**

The City, in conjunction with input from local developers, reviewed the vacant land within the City and studied past development trends. Based on this review, both residential and non-residential growth forecasts were established. These forecasts form the basis for the analysis presented in this report and are a critical assumption in the determination of infrastructure requirements.

It is assumed that substantial residential growth would not begin to occur until 2015, at which time approximately 100 low density residential units are expected to develop. Development is expected to gradually increase until 2018 at which point the historical average of 240 units per year is assumed. A total of 4,000 low density residential units and 720 medium density residential units are expected to develop through 2035.

Non-residential growth was estimated based on vacant land within the City. It is estimated that by 2035 approximately 2 million square feet of industrial space, just over 1 million square feet of retail, approximately 530,000 square feet of office, and approximately 68,000 square feet of medical will develop.

A more detailed description of this analysis is included in Section 2.

## SUMMARY OF PROPOSED FEES

Tables 1-1 through 1-5 summarize the fees for each component in the IMFP.

**Table 1-1: Water and Wastewater Fees**

| <b>Meter Size</b> | <b>Water</b> | <b>Wastewater</b> |
|-------------------|--------------|-------------------|
| 5/8-inch meter    | \$2,079      | \$2,831           |
| 3/4-inch meter    | \$3,103      | \$4,225           |
| 1-inch meter      | \$5,181      | \$7,056           |
| 1 1/2-inch meter  | \$10,332     | \$14,070          |
| 2-inch meter      | \$16,537     | \$22,521          |
| 3-inch meter      | \$31,026     | \$42,253          |
| 4-inch meter      | \$51,721     | \$70,435          |
| 6-inch meter      | \$103,411    | \$140,828         |
| 8-inch meter      | \$165,464    | \$225,333         |
| 10-inch meter     | \$237,880    | \$323,951         |

**Table 1-2: Transportation, Police, Fire, General City Facilities, Park, and Art in Public Places Fees**

| <b>Fee Component</b>    | <b>RESIDENTIAL LAND USES</b>            |  |  | <b>NON-RESIDENTIAL LAND USES</b>       |   |  |
|-------------------------|---|--|--|--|---|--|
|                         | <b>Low Density</b><br><i>(per Unit)</i> | <b>Medium Density</b><br><i>(per Unit)</i> | <b>High Density</b><br><i>(per Unit)</i> | <b>Retail</b><br><i>(per 1,000 SF)</i> | <b>Office/<br/>Medical</b><br><i>(per 1,000 SF)</i> | <b>Industrial</b><br><i>(per 1,000 SF)</i> |
| Transportation          | \$711                                   | \$386                                      | \$386                                    | \$1,199                                | \$872   | \$443                                      |
| Police                  | \$753                                   | \$634                                      | \$528                                    | \$330                                  | \$528   | \$176                                      |
| Fire                    | \$385                                   | \$324                                      | \$270                                    | \$338                                  | \$540   | \$180                                      |
| Park                    | \$3,890                                 | \$3,276                                    | \$2,730                                  | \$406                                  | \$650   | \$217                                      |
| General City Facilities | \$617                                   | \$519                                      | \$433                                    | \$270                                  | \$433   | \$144                                      |
| Art in Public Places    | \$80                                    | \$67                                       | \$56                                     | \$35                                   | \$56  | \$19                                       |

**Table 1-3: Electric Utility Fees**

|                                  | 208 Volts | 240 Volts | 480 Volts |
|----------------------------------|-----------|-----------|-----------|
| <b><u>Single Phase Panel</u></b> |           |           |           |
| 60 amps                          |           | \$248     | n/a       |
| 100 amps                         |           | \$413     | n/a       |
| 125 amps                         |           | \$516     | n/a       |
| 200 amps                         |           | \$826     | n/a       |
| 400 amps                         |           | \$1,652   | n/a       |
| 600 amps                         |           | \$2,478   | n/a       |
| <b><u>Three Phase Panel</u></b>  |           |           |           |
| 200 amps                         | \$1,178   | \$1,359   | \$2,718   |
| 400 amps                         | \$2,356   | \$2,718   | \$5,437   |
| 600 amps                         | \$3,534   | \$4,077   | \$8,155   |
| 800 amps                         | \$4,712   | \$5,437   | \$10,873  |
| 1000 amps                        | \$5,890   | n/a       | \$13,591  |
| 1200 amps                        | \$7,068   | n/a       | \$16,310  |
| 1600 amps                        | \$9,423   | n/a       | \$21,746  |
| 2000 amps                        | \$11,779  | n/a       | \$27,183  |
| 2500 amps                        | \$14,724  | n/a       | \$33,979  |
| 3000 amps                        | \$17,669  | n/a       | \$40,744  |

**Table 1-4: Storm Drainage Fees**

|  | RESIDENTIAL LAND USES               |  |                                      | NON-RESIDENTIAL LAND USES   |   |                                 |
|--|-------------------------------------|--|--------------------------------------|-----------------------------|---|---------------------------------|
|  | Low<br>Density<br><i>(per Unit)</i> | Medium<br>Density<br><i>(per Unit)</i> | High<br>Density<br><i>(per Unit)</i> | Retail<br><i>(per Acre)</i> | Office/<br>Medical<br><i>(per Acre)</i> | Industrial<br><i>(per Acre)</i> |
| Storm Drainage – Zone 1 <sup>1</sup>   | \$1,394                             | \$697                                  | \$561                                | \$14,640                    | \$14,640                                | \$15,686                        |
| <sup>1</sup> Applies to future development in the Zone 1 area shown on Figure 6-1. |                                     |  |                                      |                             |   |                                 |

**Table 1-5: South Wastewater Trunk Line Fees**

| Fee Component   | RESIDENTIAL LAND USES               |  |                                      | NON-RESIDENTIAL LAND USES           |   |   |
|---|-------------------------------------|--|--------------------------------------|-------------------------------------|---|---|
|   | Low<br>Density<br><i>(per Unit)</i> | Medium<br>Density<br><i>(per Unit)</i> | High<br>Density<br><i>(per Unit)</i> | Retail<br><i>(per 1,000<br/>SF)</i> | Office/<br>Medical<br><i>(per 1,000<br/>SF)</i> | Industrial<br><i>(per 1,000<br/>SF)</i> |
| South Wastewater Trunk Line <sup>1</sup>  | \$1,181                             | \$994                                  | \$829                                | \$1,096                             | n/a   | n/a                                     |
| <sup>1</sup> <i>Applies only to development that will benefit from construction of the wastewater trunk line serving the southern area of the City.</i> |                                     |  |                                      |                                     |   |   |

## **FEE ADJUSTMENT PROCEDURES**

The fees may be adjusted in future years to reflect revised facility requirements, receipt of funding from alternative sources (i.e., state or federal grants), revised facilities or costs, or changes in demographics or the land use plan. In addition, the fees will be adjusted each year by the Engineering News Record 20-city average construction cost index.

The fee categories summarized in the IMFP may not be applicable to specialized development projects in the City. For example, development of a cemetery, golf course, or stadium would not fall under any of the fee categories in this study. For specialized development projects, the City will review the impacts and decide on the applicable fee.

## **NEXUS REQUIREMENT SUMMARY**

Assembly Bill (AB) 1600, which was enacted by the State of California in 1987, created Mitigation Fee Act - Section 66000 et seq. of the Government Code. The Mitigation Fee Act requires that all public agencies satisfy the following requirements when establishing, increasing, or imposing a fee as a condition of approval of a development project:

1. Identify the purpose of the fee.
2. Identify the use to which the fee is to be put.
3. Determine how there is a reasonable relationship between:
  - A. The fee's use and the type of development project on which the fee is imposed.
  - B. The need for the public facility and the type of development project on which the fee is imposed.
  - C. The amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed.

As stated above, the purpose of this IMFP report is to demonstrate that all fee components of the updated IMFP comply with the Mitigation Fee Act. The assumptions, methodologies, facility standards, costs, and cost allocation factors that were used to establish the nexus between the fees and the development on which the fees will be levied are summarized in subsequent sections of this report.

## **LODI MUNICIPAL CODE AMENDMENTS**

The following sections of the Lodi Municipal Code will need to be amended to implement the changes included in the IMFP:

12.12.370  
13.08.130  
13.12.180  
13.12.220  
15.64.010  
15.64.020  
15.64.030  
15.64.050  
15.64.060  
15.67.070  
15.64.080  
16.24.040

The changes included in the IMFP leading to the need to amend the Lodi Municipal Code are described below:

1. There will no longer be a reimbursement by the IMFP for oversized pipe. Reimbursement will be secured via a City Council approved reimbursement agreement amongst the benefitting properties.
2. Water and wastewater treatment capacity charges will be based upon the size of the water meter needed to serve the property.
3. New Developments will be responsible for constructing one-half of the fronting road improvements. The IMFP will be responsible for construction of the median improvements along Harney Lane and Hutchins Street.
4. The Electric Utility capacity charge will be based upon the panel size serving the property and will apply to all incorporated areas of the City.
5. New developments will be responsible for constructing neighborhood parks. The IMFP will be responsible for constructing community and regional park facilities.
6. Residential IMFP fees will be based upon dwelling unit equivalents (DUE). One DUE equals the demands for services represented by a single family, low density residential unit.
7. Non-residential IMF fees will be based upon building square feet except for Storm Drainage which will be based upon the acreage of the project.
8. Limited exceptions for non-residential Transportation IMF fees will be allowed, as determined by the Public Works Director, based upon demonstrated significant deviation from the IMFP assumptions for employee density and trip generation.
9. The Art in Public Places IMF fee will be a stand-alone fee.

## 2. DEVELOPMENT ASSUMPTIONS

### POPULATION

The City adopted a Growth Ordinance (LMC 15.34) in 1991 that restricts the number of housing units approved by the City to produce no more than a 2% annual population growth. The Growth Ordinance provides for an additional allocation by residential land use category of approximately 65% Low Density, 10% Medium Density and 25% for High Density. The Growth Ordinance is not seen as a constraint to residential development as the 2005 allocation translated to a maximum of 450 new units, which is well above the anticipated residential development forecast. In addition, unallocated permits are allowed to roll into future years; there were 3,268 unused permits available prior to 2007.

Table 2-1 shows the residential density assumptions that were applied in estimating population projections for the IMFP update.

**Table 2-1: Residential Density Assumptions**

| <b>Land Use</b> | <b>Population Density,<br/>Person/Dwelling Unit<sup>1</sup></b> |
|-----------------|---|
| Low Density     | 2.85  |
| Medium Density  | 2.40  |
| High Density    | 2.00  |

<sup>1</sup> Derived from the 2000 census and California Department of Finance, Population Research Unit.

The citywide residential forecast is shown in Table 2-2. This forecast was developed in conjunction with local residential developers and reflects the consensus that it will be a few more years before substantial residential development returns to Lodi. Once the market for residential housing starts up again, it is anticipated that it will take three to four years to return to historical levels.

**Table 2-2: Projected Citywide Population Increase**

| <b>Year</b>  | <b>New Dwelling Units</b>    |                                 |                               | <b>Population Increase</b> |
|--------------|------------------------------|---------------------------------|-------------------------------|----------------------------|
|              | <b>Low Density<br/>(LDR)</b> | <b>Medium Density<br/>(MDR)</b> | <b>High Density<br/>(HDR)</b> |                            |
| 2015         | 100                          | 0                               | 0                             | 285                        |
| 2016         | 125                          | 0                               | 0                             | 356                        |
| 2017         | 175                          | 0                               | 0                             | 499                        |
| 2018         | 200                          | 40                              | 0                             | 666                        |
| 2019         | 200                          | 40                              | 0                             | 666                        |
| 2020         | 200                          | 40                              | 0                             | 666                        |
| 2021         | 200                          | 40                              | 0                             | 666                        |
| 2022         | 200                          | 40                              | 0                             | 666                        |
| 2023         | 200                          | 40                              | 0                             | 666                        |
| 2024         | 200                          | 40                              | 0                             | 666                        |
| 2025         | 200                          | 40                              | 0                             | 666                        |
| 2026         | 200                          | 40                              | 0                             | 666                        |
| 2027         | 200                          | 40                              | 0                             | 666                        |
| 2028         | 200                          | 40                              | 0                             | 666                        |
| 2029         | 200                          | 40                              | 0                             | 666                        |
| 2030         | 200                          | 40                              | 0                             | 666                        |
| 2031         | 200                          | 40                              | 0                             | 666                        |
| 2032         | 200                          | 40                              | 0                             | 666                        |
| 2033         | 200                          | 40                              | 0                             | 666                        |
| 2034         | 200                          | 40                              | 0                             | 666                        |
| 2035         | 200                          | 40                              | 0                             | 666                        |
| <b>Total</b> | <b>4,000</b>                 | <b>720</b>                      | <b>0</b>                      | <b>13,128</b>              |

## LAND USE CATEGORIES AND DENSITY ASSUMPTIONS

The land use categories included in the Lodi General Plan are also used in the IMFP. These categories are presented in Table 2-3. This table includes a summary of development densities and site coverage that were assumed during the IMFP update process.

**Table 2-3: Population Density by Land Use Category**

| Land Use Category   | General Plan Permitted |             | Expected            |      |
|---|------------------------|-------------|---------------------|------|
|   | Residential Density    | Maximum FAR | Residential Density | FAR  |
| <b>Residential<sup>1</sup></b>  |                        |             |                     |      |
| Low Density   | 2-8                    | n/a         | 6                   | n/a  |
| Medium Density  | 8-20                   | n/a         | 15                  | n/a  |
| High Density  | 15-35                  | n/a         | 25                  | n/a  |
| <b>Non-Residential<sup>2</sup></b>  |                        |             |                     |      |
| General Commercial  | n/a                    | 0.6         | n/a                 | 0.25 |
| Office  | n/a                    | 0.6         | n/a                 | 0.30 |
| Business Park   | n/a                    | 1           | n/a                 | 0.40 |
| Industrial  | n/a                    | 0.6         | n/a                 | 0.40 |
| <b>Mixed Use<sup>3</sup></b>  |                        |             |                     |      |
| Downtown Mixed Use  | 8-35                   | 3           | 20                  | 1.0  |
| Mixed Use Corridor  | 2-35                   | 1.2         | 20                  | 1.0  |
| Mixed Use Center  | 8-35                   | 1           | 20                  | 1.0  |
| <sup>1</sup> Residential density expressed in dwelling units per net acre<br><sup>2</sup> Non-residential FAR expressed in terms of gross building sq ft per net acre.<br><sup>3</sup> IMFP fees on Mixed Use development will be imposed based on the underlying Residential or Non-Residential development that is part of the Mixed Use project. |                        |             |                     |      |



## VACANT LAND INVENTORY

Figure 2-1 shows the spatial allocation of the residential forecast that was prepared examining projects in the pipeline and available vacant land that would be efficient extensions of development. The initial phasing for residential land uses was developed with input from the residential development community and the City Manager/Community Development Director.

The non-residential development has been estimated in 5 year increments by the City and is shown in Table 2-4.

**Table 2-4: Projected Citywide Non-Residential Development**

| Year             | Industrial<br>(1000 sf) | Major<br>Retail<br>(1000 sf) | Minor<br>Retail<br>(1000 sf) | Office<br>(1000 sf) | Medical<br>(1000 sf) | Subtotal<br>Citywide<br>Non-<br>residential<br>(1000 sf) | Mixed<br>Use<br>Corridor<br>Major<br>Retail<br>(1000 sf) | Mixed<br>Use<br>Corridor<br>Office<br>(1000 sf) |
|------------------|-------------------------|------------------------------|------------------------------|---------------------|----------------------|--|--|---|
| <b>2015 - 19</b> |                         | 351                          | 492.5                        | 180                 | 68                   | <b>1,092</b>   | 100  | 70  |
| <b>2020-24</b>   | 800                     |                              | 26.5                         | 90                  |                      | <b>916.5</b>   |  |   |
| <b>2025-29</b>   | 707                     |                              | 109                          | 90                  |                      | <b>906</b>   |  |   |
| <b>2030-35</b>   | 714                     |                              |                              | 100                 |                      | <b>814</b>   |  |   |
| <b>Total</b>     | <b>2,221</b>            | <b>351</b>                   | <b>628</b>                   | <b>460</b>          | <b>68</b>            | <b>3,728</b>   | <b>100</b>   | <b>70</b>                                       |

Figure 2-2 shows the initial phasing and spatial allocation of the non-residential forecast and was prepared by examining projects in the pipeline and available vacant land. The non-residential phasing was developed with input from the City Manager/Community Development Director.

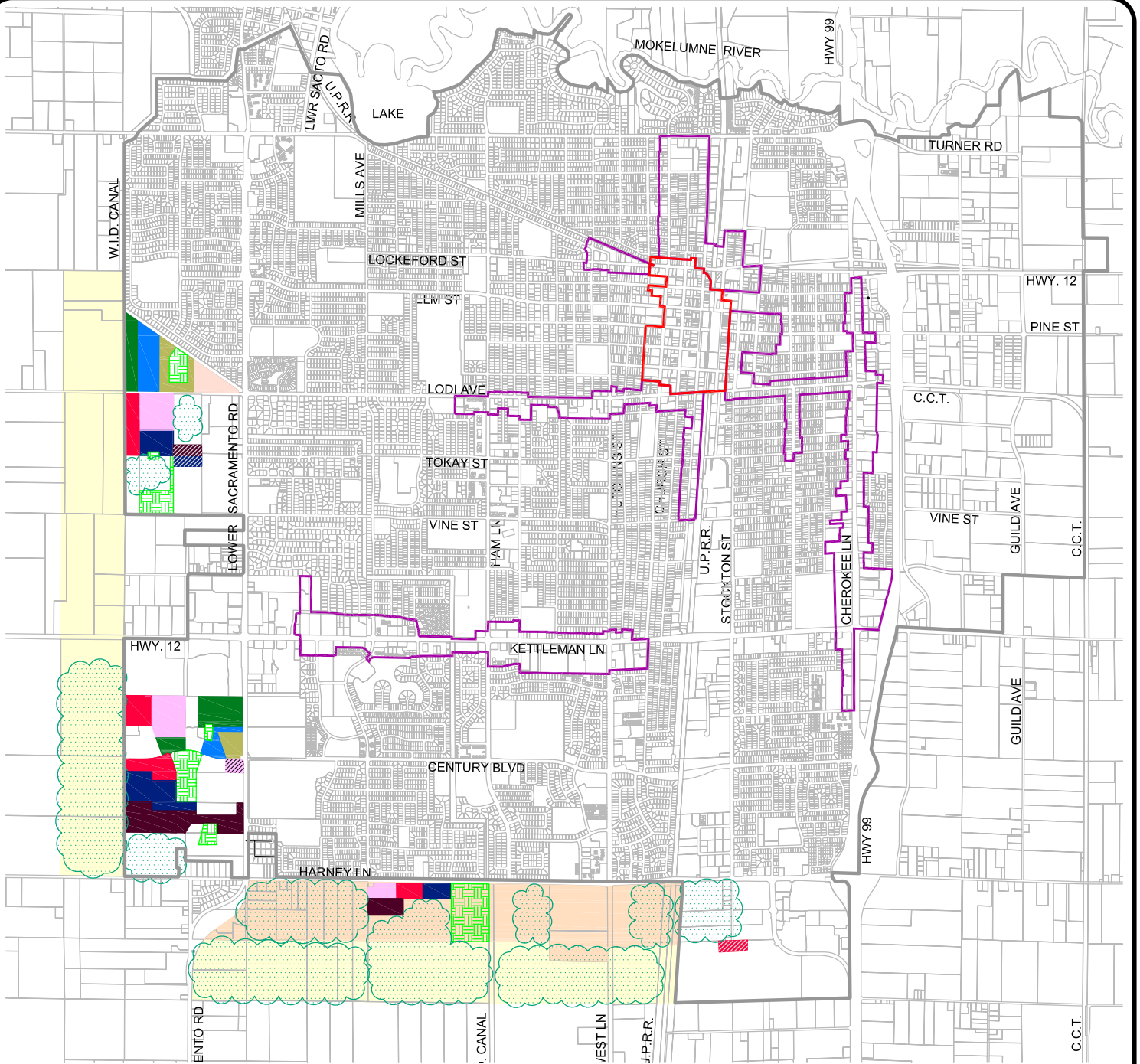


Figure 2-1

## 2035 PROJECTED HOUSING DEVELOPMENT COVERAGE AREA MAP

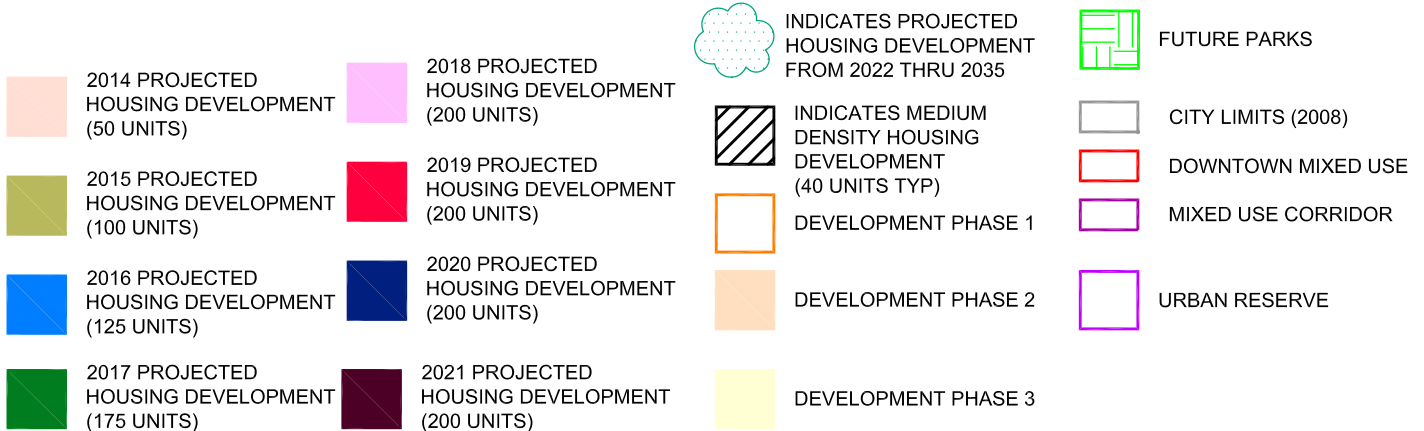
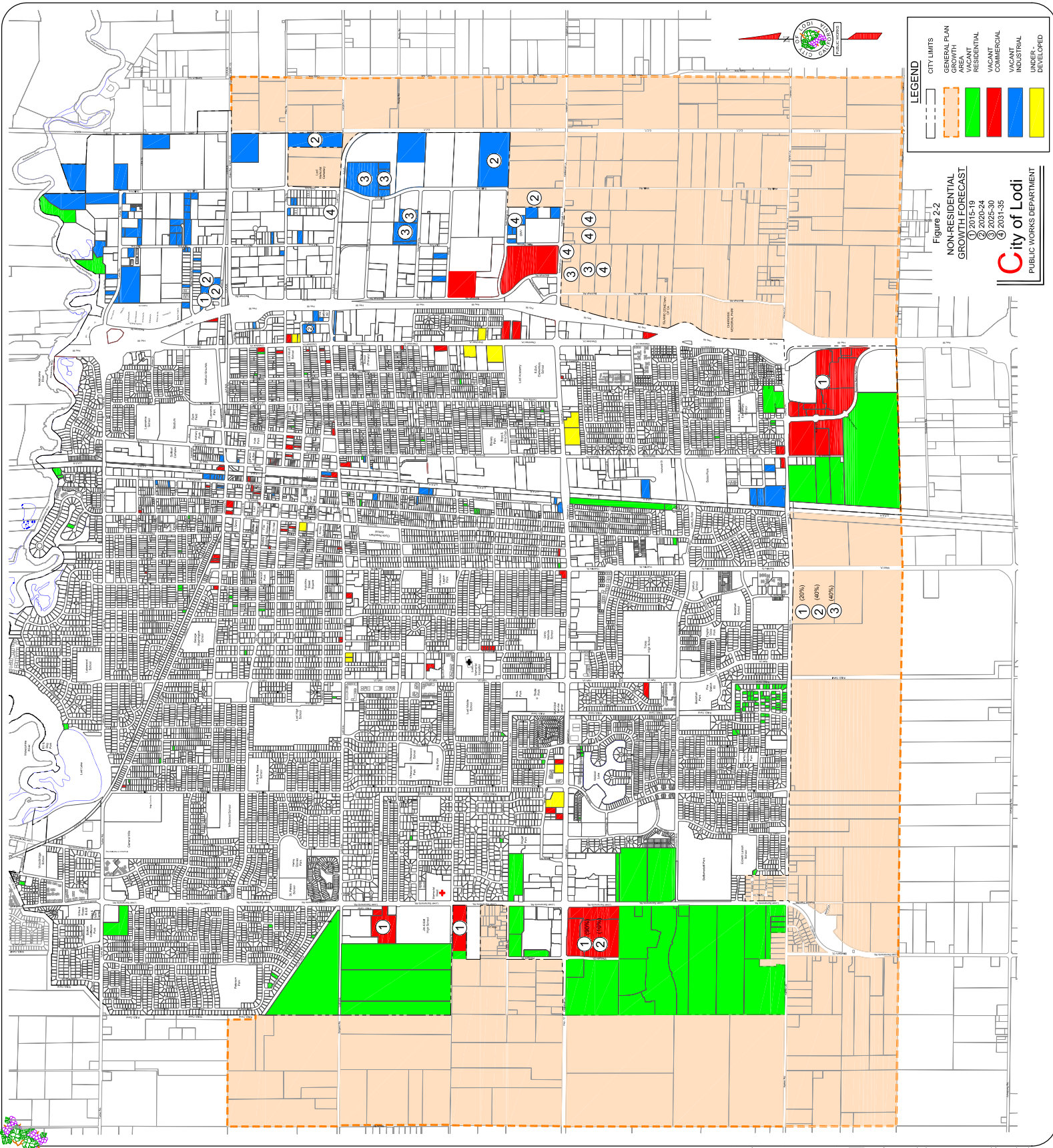


Figure 2-2 : Non-Residential Growth Forecast



### 3. IMPACT FEE METHODOLOGY

When impact fees are imposed, a fee report must demonstrate that logical and thorough consideration was applied in determining that the fees relate to the impacts from new development. Various findings must be made to ensure that a reasonable relationship exists between the fee and the cost of the facility or portion of the facility attributable to new development on which that impact fee will be levied.

#### DUE FACTORS

A Dwelling Equivalent Unit (DUE) is a factor that quantifies the facilities demand of different land use types in terms of their equivalence to a low density residential unit. A low density residential unit is assigned a DUE factor of 1.0 and the DUE factor for each of the other land use categories is determined based on the anticipated demand for each land use category relative to the anticipated demand for a low density residential unit.

Demand is measured differently for each component of the IMFP. Demand variables are assigned to future development based on industry practice for each component of the IMFP as shown in Table 3-1.

**Table 3-1: Demand Variable by Fee Component**

| Fee Component           | Demand Variable           |
|-------------------------|---------------------------|
| Water                   | Hydraulic Capacity Factor |
| Wastewater              | Hydraulic Capacity Factor |
| Storm Drainage          | Runoff Coefficient        |
| Transportation          | Trip Generation           |
| Police                  | Persons Served            |
| Fire                    | Persons Served            |
| Parks                   | Persons Served            |
| Electric Utility        | Load Factor (kVA)         |
| General City Facilities | Persons Served            |
| Art in Public Places    | Persons Served            |

For example, demand for police facilities is based on the potential number of persons served. If each person were assumed to equal one person served and a low density residential unit is assumed to have 2.85 persons per household, then a low density residential unit would equal 2.85 persons served and have a DUE of 1.0. A medium density residential unit with an average of

2.40 persons per household would generate 2.40 persons served. By dividing 2.40 by 2.85, a DUE factor of approximately 0.84 is calculated for a medium density residential unit. The number of persons served is derived from a persons per household factor for residential land uses and the number of employees per 1,000 building square feet for non-residential land uses. The persons per household and employees per 1,000 building square feet assumptions are derived from population figures from the Census Bureau and common industry-related employee density averages.

## **COST ESTIMATES**

Facilities cost estimates for each component of the IMFP have been developed with the assistance of City staff and its team of consultants, including Harris and Associates, Fehr & Peers, and Vallier Design Associates. Facilities cost estimates have been prepared utilizing current cost data as well as recent bids for similar projects. A summary of the facilities costs included in the IMFP is presented in Table 3-2.

**Table 3-2: Summary of Facilities Costs**

| <b>IMFP Component</b>  | <b>IMFP Funding</b> | <b>Other Funding <sup>1</sup></b> | <b>Total Funding</b> |
|--|---------------------|-----------------------------------|----------------------|
| Water Treatment  | \$13,390,000        | \$58,275,000                      | \$71,665,000         |
| Water Supply   | \$4,000,000         | \$0                               | \$4,000,000          |
| Wastewater Treatment   | \$23,681,000        | \$24,910,000                      | \$48,591,000         |
| Wastewater Conveyance  | \$6,252,400         | \$0                               | \$6,252,400          |
| Storm Drainage   | \$2,968,500         | \$0                               | \$2,968,500          |
| Transportation   | \$5,832,600         | \$29,079,200                      | \$34,911,800         |
| Police   | \$4,496,000         | \$22,896,000                      | \$27,392,000         |
| Fire   | \$2,825,000         | \$0                               | \$2,825,000          |
| Parks  | \$19,183,000        | \$0                               | \$19,183,000         |
| Electric Utility   | \$7,092,000         | \$0                               | \$7,092,000          |
| General City Facilities  | \$3,682,000         | \$2,444,000                       | \$6,126,000          |
| Art in Public Places   | \$477,000           | \$0                               | \$477,000            |
| <sup>1</sup> Includes all alternate sources of funding (e.g., existing development, future development beyond 2035, RTIF, RTSP, SJCOG, Measure K, etc) other than projected IMFP fee revenue through 2035. |                     |                                   |                      |

Additional facility and cost details related to each component of the IMFP are provided in the

following sections of this report.

### **MARK-UP ASSUMPTIONS**

In order to properly capture the City's full cost to design, build, and manage the projects required by new development, it is necessary to include soft costs in preparing the estimates. While the mark-ups can vary widely from one project to the next, the mark-ups shown in Table 3-3 represent average and realistic assumptions and were used in calculating the costs included in this study.

**Table 3-3: Mark Up Assumptions**

| <b>Soft Cost</b>                    | <b>Percent</b> |
|-------------------------------------|----------------|
| Contingency                         | 20%            |
| Design & Environmental              | 10%            |
| Construction Management             | 5%             |
| City Administration & Plan Checking | 5%             |

### **LAND ACQUISITION ASSUMPTIONS**

For some of the facilities, it will be necessary for the City to purchase land. In these cases, the cost of land acquisition was included in the IMFP and estimated at \$160,000 per acre. This cost assumes not only land acquisition, but also other costs the City may incur, such as mapping or legal fees. Should a developer dedicate land for a project that includes a land acquisition cost in the program, he would be subject to a credit or a reimbursement at the appraised value of the land or the amount assumed in the IMFP, whichever is less.

### **FEE METHODOLOGY**

There are several methodologies used to determine impact fees for new development. The choice of the methodology to use depends on the type of facility for which an impact fee is being calculated as well as the availability of documentation and research conducted in support of the fee. Following is a discussion of the two methodologies used to calculate the separate impact fee components in this report.

#### **PLAN-BASED FEE METHODOLOGY**

The plan-based fee methodology is used for facilities that must be designed based on multiple considerations, including, but not limited to, future demand projections, geographic location of anticipated growth, and potential development constraints. For example, the need for transportation-related improvements depends specifically on the projected number of trips that must be accommodated. The City must first analyze existing facilities, geographic constraints, and current and required levels of service in order to identify future facility needs. This information is analyzed in conjunction with a projection of the amount and location of future development in order to determine the adequacy of existing facilities and the demand for new

improvements. The steps to calculate a component of the IMFP under the plan-based fee methodology include the following:

- Step 1.** Determine the future development, by land use category and location, anticipated within the City through 2035.
- Step 2.** Determine facilities needed to serve anticipated growth and, if necessary, the existing development in the City.
- Step 3.** Estimate the gross cost of facilities needed to serve the current and future City population and determine that portion of the cost for which only future growth will be responsible. Exclude the cost from the fee calculation of any improvements that will cure existing deficiencies.
- Step 4.** Subtract expected revenues that will be available from alternative funding sources, if any, to determine the net facilities cost that will be allocated to future development.
- Step 5.** Identify the demand variable (e.g., trips generated, runoff coefficient, persons served, etc.) that will be used to allocate facility costs on a fair-share basis to each future land use category.
- Step 6.** Determine the dwelling unit equivalent factor for each land use category based on the applicable demand variable.
- Step 7.** Calculate the total DUEs that will be generated from future development for all land use categories by multiplying each land use type by its DUE factor and taking the sum of the DUEs.
- Step 8.** Divide the total DUEs for each land use category by the total DUEs for all future land uses to determine each land use category's percentage share of the total DUEs.
- Step 9.** Multiply each land use's percentage share of the total DUEs by the total facilities cost in the fee program to determine the cost attributable to each land use category.
- Step 10.** Divide the cost attributable to each land use category by the number of units (i.e., homes, building square feet, or acres) of each land use type to determine the fee for each type of residential or non-residential land use category.

The plan-based impact fee calculation methodology was used in this IMFP to calculate the water, wastewater, storm drainage, transportation, police, fire, electrical utility, and general city facilities fee components.

#### **STANDARD-BASED FEE METHODOLOGY**

The standard-based methodology is used when a consistent facility service level standard is to be



applied to new development (i.e., per 1,000 residents) regardless of the total future projected development or geographic location of development. The standard to be used in calculating impact fees under this methodology may be based on an existing standard or a preferred standard that may be presented in the General Plan or a master plan. The steps to calculate a component of the IMFP under the standard-based fee methodology include the following:

- Step 1.** Define the required level of service standard (e.g., park acres per 1,000 residents) expressed in terms of residents, employees, or other standard appropriate for the type of facility for which the fee is being calculated.
- Step 2.** Estimate the future growth and the additional facilities required by multiplying the applicable facility service standard by the future growth projection.
- Step 3.** Determine a facility cost based on current costs; reduce the facility cost by alternative funding sources, if applicable. Calculate the net cost of the required additional facilities. Exclude the cost from the fee calculation of any improvements that will cure existing deficiencies.
- Step 4.** Identify the demand variable (e.g., persons served) that will be used to allocate facility costs on a fair-share basis to each future land use category.
- Step 5.** Determine the dwelling unit equivalent factor for each land use category based on the applicable demand variable.
- Step 6.** Calculate the total DUEs that will be generated from future development for all land use categories by multiplying each land use type by its DUE factor and taking the sum of the DUEs.
- Step 7.** Divide the total DUEs for each land use category by the total DUEs for all future land uses to determine each land use's percentage share of the total DUEs.
- Step 8.** Multiply each land use's percentage share of the total DUEs by the applicable facilities cost to determine the cost attributable to each land use category.
- Step 9.** Divide the cost attributable to each land use category by the number of units (i.e., homes or building square feet) of each land use type to determine the fee for each residential or non-residential land use category.

The standard based fee methodology was used to calculate the park and art in public places fee components of the IMFP.



## **CREDITS AND REIMBURSEMENT POLICIES**

The City may provide fee credits or reimbursements to developers who dedicate land or construct facilities. Fee credits or reimbursements may be provided up to the cost of the improvement, as shown in an applicable improvement plan, subject to periodic inflation adjustments, or the actual cost paid by the developer, whichever is lower. For construction cost overruns, only that amount shown in the applicable improvement plan, subject to periodic inflation adjustments, would be credited or reimbursed. The City will evaluate the appropriate fee credit or reimbursement based on the value of the dedication or improvement. Credits or reimbursements may be repaid based on the priority of the capital improvements, as determined by the City. The City will determine fee credits and reimbursements on a case by case basis and possibly through the use of a development agreement.

## **LAND USES**

Nearly all development impact fees in this study have been calculated per dwelling unit for residential land uses and per 1,000 square feet of building space for non-residential land use categories. The only exceptions are fees for water, wastewater, storm drainage, and electric utility. Impact fees for water and wastewater are calculated based on meter size, while electric utility fees are calculated based on the capacity of the electric panel. Finally, storm drainage fees are calculated per dwelling unit for residential land uses and per acre for non-residential land use types.

The following land use categories are identified for purposes of the IMFP and are consistent with the City's General Plan:

|                             |  |
|-----------------------------|--|
| Low Density Residential:    | includes all single family detached residential development at densities of two to eight units per acre. The fee calculations assume future development occurring at an average density of 6.0 units per acre.   |
| Medium Density Residential: | includes all residential development at densities of eight to 20 units per acre. A variety of housing types are permitted within this land use type, including detached or attached (i.e., townhomes) single family houses and two or three-story multi-family units. The fee calculations assume future development occurring at an average density of 15.0 units per acre. |
| High Density Residential:   | includes development of townhomes and stacked multi-family housing at densities of 15 to 35 units per acre. The fee calculations assume future development occurring at an average density of 25.0 units per acre.   |
| Commercial:                 | includes large and small-scale retail uses. The fee calculations assume a floor-area-ratio of 0.25 per acre of land.   |
| Office/Medical:             | Includes administrative, financial, professional, business,  |

and medical office uses. The fee calculations assume a floor-area-ratio of 0.30 per acre of land.

**Industrial:**

Includes a mix of heavy manufacturing, warehousing, general service, storage, and distribution uses. The fee calculations assume a floor-area-ratio of 0.40 per acre of land.

## 4. WATER

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### **BACKGROUND**

Expansion of the City's water service is required to serve planned development areas. The existing Lodi Water Master Plan was adopted in 1990.

The City's water system currently consists of twenty-eight groundwater wells, about 237 miles of distribution pipelines, and two storage reservoirs totaling 1.1 million gallons (MG) of capacity. Groundwater currently serves as the sole source of supply for the City. Studies have suggested the safe groundwater yield for the area underlying the City is approximately 15,000 acre-feet (AF) per year. Annual well production for the four-year period from 2006 through 2009 ranged from 16,052 AF to 17,164 AF.

In 2003, the City entered into a forty-year agreement with the Woodbridge Irrigation District (WID) to purchase 6,000 AF of water per year from the Mokelumne River. In 2008, the agreement was amended to forty-four years and included banking of 42,000 acre feet of water purchased during project development. In 2011, the City began construction of an 8 million gallon per day (mgd) water treatment plant with an estimated total cost of about \$40 million. In the fall of 2010, the City issued \$38.7 million in water revenue bonds to help fund the construction of the new surface water treatment facilities necessary to treat and distribute water purchased from the WID.

The proposed water system fee is intended to reflect the cost of water treatment capacity, including financing costs, and as well as costs to integrate the surface water supply into the distribution system. Additional supply facilities include a new 1.5 MG water storage tank and an additional groundwater well to help manage peak demands throughout the distribution system. For water fee calculation purposes, all customers (existing and new) will receive a blended water supply of both groundwater and surface water. The water fee calculation reflects the costs associated with this blended water supply.

### **FACILITIES AND COSTS**

The City has historically used groundwater to meet its water needs. In 2003, the City entered into an agreement with the WID to purchase 6,000 AF per year of WID's pre-1914 Mokelumne River water entitlements. A new surface water treatment facility and ancillary facilities are needed to make use of the WID water supply.

The surface water treatment facility was designed to pump up to 11.5 mgd of water from the Mokelumne River, treat this water and deliver it to the City's existing water distribution system. Untreated surface water is first passed through a sedimentation basin to remove larger materials. The principal treatment process is a system of membranes that remove finer particles and provide a positive barrier to water-borne bacteria and organisms such as Giardia and Cryptosporidium. This process provides 8.0 mgd of firm capacity (and 10 mgd peak capacity) of treated water that will meet or exceed state and federal drinking water standards.

The estimated total cost to plan, design, and construct the surface water treatment facility is shown in Table 4-1.

**Table 4-1: Surface Water Treatment and Storage Costs**

|   | Cost, in<br>millions |
|---|----------------------|
| Surface Water Treatment Facility Planning & Design<br>Costs                 | \$3.87               |
| Surface Water Treatment Facility Construction Cost<br>(Including Financing) | \$67.78              |
| Total   | \$71.65              |

The City has been paying \$1.2 million annually (\$200 per AF) for the WID water supply. Under terms of the agreement with WID, unused water can be banked for future use. It is estimated that by the time the water treatment facility becomes operational the City will be able to utilize 7,200 AF annually under the agreement (including banked water spread over the remaining term of the agreement). For purposes of water fee calculations, this 7,200 AF annual supply limit represents the assumed capacity of treatment facilities.

City staff has estimated that the existing groundwater supply provides a safe yield of about 2.3 AF per acre per year. With an estimated residential density of 6 dwelling units per acre, the groundwater supply provides 0.38 AF per DUE. With a water supply requirement of 0.62 AF per DUE, new water treatment facilities will be needed to provide 0.24 AF per DUE.

### **DWELLING UNIT EQUIVALENTS**

Water demand is expressed in dwelling unit equivalents, which is the estimated average annual water demand for a single family home. For purposes of calculating the water fee, a DUE is equal to a water production requirement of 0.62 AF per year, as described in the preceding paragraph.

Most single family residential dwellings are (or will be) equipped with a ¾-inch water meter as the residential standard. The water fee for 1 DUE will establish the fee for each ¾-inch water meter. For other meter sizes the amount of the water fee will be proportioned relative to the ¾-inch meter, and based on the hydraulic capacity of each meter size. Table 4-2 summarizes the hydraulic flow capacities and the corresponding hydraulic capacity factors for a variety of meter sizes.

**Table 4-2: Hydraulic Capacity Factors for Various Meter Sizes**

| <b>Meter<br/>Size</b> | <b>Rated<br/>Maximum Flow<br/>Capacity<br/>(gpm)<sup>1</sup></b> | <b>Hydraulic<br/>Capacity<br/>Factor<sup>2</sup></b> |
|-----------------------|--|--|
| 5/8" meter            | 20   | 0.67   |
| 3/4" meter            | 30   | 1.00   |
| 1" meter              | 50   | 1.67   |
| 1 1/2" meter          | 100  | 3.33   |
| 2" meter              | 160  | 5.33   |
| 3" meter              | 300  | 10.00  |
| 4" meter              | 500  | 16.67  |
| 6" meter              | 1,000  | 33.33  |
| 8" meter              | 1,600  | 53.33  |
| 10" meter             | 2,300  | 76.67  |

<sup>1</sup> From AWWA Manual M6 - Water Meters, 3rd Edition, American Water Works Association, 1986.

<sup>2</sup> Ratio of rated flow capacity relative to 3/4-inch meter.

Based on the City's growth projections through 2035 and applying floor-area-ratios, development density estimates, and water demand factors provided by the City, the anticipated future non-residential development is estimated to be equivalent to 885 DUEs, as determined in Table 4-3.

**Table 4-3: Water Dwelling Unit Equivalents of Future Non-Residential Development <sup>1</sup>**

| <b>Land Use</b>                                       | <b>Future Develop.<br/>(1,000 SF)</b> | <b>Floor Area Ratio<br/>(FAR)</b> | <b>Development Density<br/>(1,000 SF/acre)</b> | <b>Demand Factor<br/>(gal/ac/day)</b> | <b>Demand Factor<br/>(gal/1,000 SF)</b> | <b>Water Demand<br/>(gpd)</b> |
|---|---------------------------------------|-----------------------------------|--|---------------------------------------|---|-------------------------------|
| Retail  | 1,079                                 | 0.25                              | 10.89  | 2,500                                 | 230                                     | 247,704                       |
| Office  | 598                                   | 0.30                              | 13.07  | 2,500                                 | 191                                     | 114,402                       |
| Business Park   | -                                     | 0.40                              | 17.42  | 2,500                                 | 143                                     | -                             |
| Industrial  | 2,221                                 | 0.40                              | 17.42  | 1,000                                 | 57                                      | 127,468                       |
| Multi Use   | -                                     | 0.25                              | 10.89  | 2,500                                 | 230                                     | -                             |
| 3,898      Total New Non-Residential Water Demand --> |                                       |                                   |  |                                       |   | 489,574 gpd                   |
|   |                                       |                                   |  |                                       |   | 548 AF/year                   |
|   |                                       |                                   |  |                                       |   | 885 DUEs <sup>2</sup>         |

<sup>1</sup> Data provided by the Lodi Department of Public Works.

<sup>2</sup> One DUE is equivalent to 0.62 AF per year of water demand.

Based on the City's growth projections through 2035, the anticipated residential development is estimated to be equivalent to 4,720 DUEs as shown in Table 4-4.

**Table 4-4: Water Dwelling Unit Equivalents of Future Residential Development**

|           | <b>future units<br/>(DUEs)</b> | <b>Demand/<br/>year (AF)/unit</b> | <b>Demand/<br/>year (AF)</b> | <b>Demand<br/>(gpd)</b> |
|-----------|--------------------------------|-----------------------------------|------------------------------|-------------------------|
| LDR & MDI | 4,720                          | 0.62                              | 2,926                        | 2,612,525               |

Combining both residential and non-residential development, the total future development in the City through 2035 is estimated to be 5,605 DUEs.

## **FEE METHODOLOGY**

### **SURFACE WATER TREATMENT COMPONENT**

The total cost of the new surface water treatment facility, including repayment of the 2010 water revenue bonds to finance construction, is about \$71.67 million. The capacity of the treatment facility, as previously described, is 7,200 AF per year. Each DUE requires 0.62 AF of water per year, of which 0.38 AF is to be supplied from groundwater and 0.24 AF from the new WID water treatment facilities. At 0.24 AF per DUE, the water treatment facility can provide needed water for 30,000 DUEs. Therefore, the proportionate share of water treatment facility cost to each DUE is \$2,389, as presented in Table 4-5.

**Table 4-5: Surface Water Treatment Component Calculation**

| <b>Water Treatment Facility Costs</b>  |             | <b>Total</b>      |
|--|-------------|-------------------|
| <i>Planning and Design Costs (prior to financing) <sup>1</sup></i>   |             |                   |
| Laboratory Testing   | \$          | 33,800            |
| Conceptual Design and Feasibility Review   | \$          | 377,000           |
| Preliminary Design and Environmental Review  | \$          | 858,000           |
| Final Design, Plans and Specifications   | \$          | 1,737,000         |
| Design Review  | \$          | 50,000            |
| Financial Planning and Legal   | \$          | 107,000           |
| City Staff   | \$          | 110,000           |
| Raw Water Intake Pipe Construction   | \$          | 572,000           |
| Miscellaneous  | \$          | 25,000            |
| <b>Total Paid from Reserves</b>  | <b>\$</b>   | <b>3,869,800</b>  |
| <i>Estimated Construction Costs (financed) <sup>1</sup></i>  |             |                   |
| Construction Contract (bid amount)   | \$          | 22,837,000        |
| Wastewater Connection Fee  | \$          | 1,472,912         |
| Site Acquisition (land cost)   | \$          | 1,200,000         |
| Testing and Inspection   | \$          | 488,000           |
| Other Construction Costs   | \$          | 1,338,973         |
| Pall Membrane Purchase   | \$          | 3,926,081         |
| Other Equipment  | \$          | 427,026           |
| Engr. Service - Contract Admin.  | \$          | 890,000           |
| Project Contingency  | \$          | 3,920,008         |
| <b>Total Construction Costs</b>  | <b>\$</b>   | <b>36,500,000</b> |
| <i>Debt Financing</i>  |             |                   |
| 2010A & 2010B Water Revenue Bonds (par) <sup>2</sup>   | \$          | 38,665,000        |
| <b>Total of Annual Debt Service Payments <sup>3</sup></b>  | <b>\$</b>   | <b>67,795,425</b> |
| <b>Total Water Treatment Costs for IMF Calculation</b>   | <b>\$</b>   | <b>71,665,225</b> |
| <b>Water Treatment Facility Capacity</b>   |             |                   |
| Firm Capacity <sup>1</sup>   |             | 8.0               |
| Peak Capacity <sup>1</sup>   |             | 10.0              |
| Annual Supply Limit (AF) <sup>4</sup>  |             | 7,200             |
| Unit Cost of Treatment Capacity  | \$          | 9,954 /AF         |
| Estimated Annual Water Supply Requirement per DUE <sup>5</sup>   |             | 0.62 AF           |
| Supply Provided by Groundwater per DUE <sup>6</sup>  |             | 0.38 AF           |
| Supply to be Provided by Surface Water per DUE   |             | 0.24 AF           |
| DUEs of Surface Water Capacity   |             | 30,000            |
| <b>Surface Water Treatment Component (3/4" mtr.) <sup>7</sup></b>  | <b>\$</b>   | <b>2,389</b>      |
| <sup>1</sup> From Limited Engineer's Feasibility Report: City of Lodi's Water System and Planned Surface Water Treatment Facilities, prepared by HDR Engineering, Inc., October 7, 2010. |             |                   |
| <sup>2</sup> From Lodi Public Financing Authority - 2010 Water Revenue Bonds, Series A and Series B, Official Statement, October 19, 2010.   |             |                   |
| <sup>3</sup> Total of all annual principal and interest payments, net of federal subsidy, on the 2010 Series A and Series B bonds.   |             |                   |
| <sup>4</sup> From Agreement for Purchase of Water from the Woodbridge Irrigation District by the City of Lodi, May 13, 2003, plus future use of banked supplies.                         |             |                   |
| <sup>5</sup> Calculated based on the information below:  |             |                   |
| Average daily water use  | 500.4427397 | gpd               |
| Average monthly water use  | 20.35       | CCF               |
| Average annual water use   | 0.560606061 | AF                |
| Unaccounted for water loss rate  | 0.1         |                   |
| Water treatment capacity reqmt. per DUE  | 0.622895623 | AF                |
| <sup>6</sup> The safe yield of groundwater is estimated at 2.3 AF/ac. Assuming residential density of 6 DU/ac, groundwater can provide about 0.38 AF per DU.                             |             |                   |
| <sup>7</sup> Calculated as total water treatment facility expansion costs for new development divided by new DUEs of capacity.   |             |                   |

## NEW WATER SUPPLY FACILITIES COMPONENT

New water supply facilities needed to ensure adequate water system pressure and fire flows during peak water use periods include a 1.5 MG water storage tank and one additional groundwater well. These planned new facilities are to be paid for entirely by projected future development. As indicated previously, the projected future new development has been estimated to be 5,605 DUEs. As shown in Table 4-6 dividing the estimated \$4 million cost of planned new facilities by 5,605 DUEs of new development results in a new water supply facilities component of \$714 per DUE.

**Table 4-6: New Water Supply Facilities Component Calculation**

| <b>New Water System Facilities</b>                        | <b>Est. Cost</b> |
|---|------------------|
| 1.5 MG Storage Reservoir                                  | \$ 3,000,000     |
| Groundwater Well  | \$ 1,000,000     |
| Total Facilities Cost                                     | \$ 4,000,000     |
| New Development (DUEs) <sup>1</sup>                       | 5,605            |
| <b>New Water Supply Facilities Component (3/4" meter)</b> | <b>\$ 714</b>    |

<sup>1</sup> Includes 4,720 residential units, plus 885 DUEs of non-residential development. See Table 4-3.

## TOTAL WATER IMPACT MITIGATION FEE

Combining the surface water treatment component of \$2,389 with the new water system facilities component of \$714 results in a total water fee of \$3,103 per DUE, as summarized in Table 4-7.

**Table 4-7: Proposed Water System Impact Mitigation Fee Summary**

|  | <b>Water System<br/>IMF</b> |
|--|-----------------------------|
| Surface Water Treatment Component          | \$ 2,389                    |
| New Water Facilities Component             | \$ 714                      |
| <b>Total Water IMF for Std. 3/4" Meter</b> | <b>\$ 3,103</b>             |

## FEE SCHEDULE

Table 4-8 presents a complete schedule of proposed water fees based on the size of the water meter. The water fees would apply to all new connections to the City's water system.



**Table 4-8: Proposed Water System Impact Mitigation Fee Schedule**

| <b>Meter Size</b> | <b>Hydraulic Capacity Factor</b> | <b>Water System Fee <sup>1</sup></b> |
|-------------------|----------------------------------|--------------------------------------|
| 5/8" meter        | 0.67                             | \$ 2,079                             |
| 3/4" meter        | 1.00                             | \$ 3,103                             |
| 1" meter          | 1.67                             | \$ 5,181                             |
| 1 1/2" meter      | 3.33                             | \$ 10,332                            |
| 2" meter          | 5.33                             | \$ 16,537                            |
| 3" meter          | 10.00                            | \$ 31,026                            |
| 4" meter          | 16.67                            | \$ 51,721                            |
| 6" meter          | 33.33                            | \$ 103,411                           |
| 8" meter          | 53.33                            | \$ 165,464                           |
| 10" meter         | 76.67                            | \$ 237,880                           |

<sup>1</sup> Standard single family meter size is 3/4" (one DUE). Other fee amounts proportioned based on hydraulic capacity of each meter size.

**NEXUS REQUIREMENTS**

The water fee component meets the Mitigation Fee Act nexus requirements as described in Table 4-9.

**Table 4-9: Water Fee Nexus Requirements**

|   |   |
|---|---|
| Identify Purpose of Fee   | To fund water costs, including construction of a new storage tank, construction of a new well and a proportionate share of treatment capacity.  |
| Identify Use of Fee   | To fund the water facilities identified in this IMFP.   |
| Determine how there is a reasonable relationship between the need for the public facility, the use of the fee, the amount of the fee and the type of development project on which the fee is imposed. | New residential and non-residential development will generate additional residents and employees in the City of Lodi who will increase the demand for water. The water fees collected from new development will equal the cost of the portion of the facilities attributable to new development. Residential and non-residential development will be responsible for their fair-share portion of the total cost based on the estimated water use of the individual land uses. |

## 5. WASTEWATER

---

### WASTEWATER TREATMENT PLANT

#### BACKGROUND

The City's wastewater system currently consists of about 191 miles of collection system pipelines ranging in sizes from 4 to 42 inches in diameter, with 6 inches being the predominant size. There are six trunk sewers serving the City that generally flow from the north to the south. The Century Boulevard Trunk Line flows from east to west, and into a 42-inch trunk sewer to the White Slough Water Pollution Control Facility (WSWPCF).

There are five lift stations located in the northern area of the City, and three in the southern area of the City.

The wastewater treatment facility was originally constructed with a capacity of 5.8 mgd. In the late 1980s and early 1990s the City expanded the treatment capacity to 6.3 mgd and also improved the level of treatment. Between 2003 and 2009 the City again expanded the treatment capacity to the current 8.5 mgd along with further improvements in the level of treatment.

The proposed wastewater treatment impact mitigation fee is intended to reflect the cost of wastewater treatment capacity, including financing costs, resulting from the expansions from 5.8 mgd to 6.3 mgd and then to 8.5 mgd. This allows the analysis to incorporate a broader range of treatment improvements and to average the costs from each phase of expansion. In addition, debt issued in 1991 to help finance the earlier expansion were refunded and rolled into new debt issued in 2007, resulting in a commingling of debt costs across multiple debt issues and phases of plant expansion.

#### FACILITIES AND COSTS

In the late 1980s and early 1990s, the City undertook projects to improve the level of treatment and to expand capacity in the White Slough water pollution control facility from 5.8 mgd to 6.3 mgd. Additional projects to further improve and expand treatment capacity occurred from 2003 to the present. These more recent wastewater improvements increased capacity from 6.3 mgd to 8.5 mgd.

The wastewater treatment facility is intended to meet 100 percent of wastewater treatment needs of new development within the City. The wastewater treatment facility has a dry weather flow capacity of 8.5 mgd and current utilization of about 6.2 mgd, resulting in available capacity of 2.3 mgd. About 85 percent (2.3 of 2.7 mgd) of the expanded treatment capacity is available for new development.

For purposes of calculating the wastewater fee, the average daily wastewater flow for single family residential accounts is estimated at 200 gallons per day (gpd). On this basis, the increase in wastewater treatment capacity of 2.7 mgd is able to accommodate an additional 13,500 single family dwellings (or DUEs). At present, about 0.4 mgd of the added capacity (from 5.8 mgd to 6.2 mgd) is being used to meet existing demands (i.e., has been subscribed). This leaves 2.3 mgd of capacity available for future development. At 200 gpd per DUE, this remaining

capacity is capable of serving about 11,500 DUEs. Wastewater conveyance facilities will be discussed later in this section.

Capital costs for wastewater treatment improvements to bring capacity from 5.8 mgd to 8.5 mgd total about \$57.3 million. Engineering estimates indicate that about 46.7 percent of the cost of wastewater treatment improvements are for the benefit of new development (i.e., new capacity above 5.8 mgd). Projects were financed with debt proceeds from certificates of participation (COPs) issued in 1991, 2003, 2004, and 2007. A portion of the 2007 debt issue was used to refund the 1991 COPs. Total debt service payments (principal and interest) related to these debt issues total about \$128.0 million, with final payments scheduled for FY 37/38.

The proposed wastewater fee is intended to cover the future development's share of debt service payments. Analysis of debt financing indicates that 45.3 percent of remaining debt service obligations is associated with improvements that benefit new development. Wastewater conveyance costs will be discussed later in this section.

### **DWELLING UNIT EQUIVALENTS**

Wastewater demand is expressed in dwelling unit equivalents, which is the estimated average daily wastewater flow for a single family home. For purposes of calculating the wastewater fee, a DUE is equal to 200 gpd, with residential loading factors of 243 milligrams per liter (mg/l) of biochemical oxygen demand (BOD) and 285 mg/l of suspended solids (SS).

Most single family residential dwellings are (or will be) equipped with a ¾-inch water meter, as the residential standard. The wastewater fee for 1 DUE will establish the fee for each ¾-inch water meter. For other meter sizes the amount of the wastewater fee will be proportioned, relative to the ¾-inch meter, based on the hydraulic capacity of each meter size. Table 4-1, in the water treatment fee section of the report, summarized the hydraulic flow capacities and the corresponding hydraulic capacity factors for a variety of meter sizes.

Wastewater fees would only apply to new water service connections that include corresponding wastewater service. Dedicated irrigation accounts, or other water connections not resulting in wastewater flows, will not be subject to the wastewater fee.

### **FEE METHODOLOGY**

The purpose of the wastewater fee is to ensure that new development pays a proportionate share of the cost of constructing wastewater treatment and ancillary facilities needed to accommodate new wastewater demands within the City. The revenue generated from the wastewater fee will be used to assist the City in making debt service payments related to the 2003, 2004, and 2007 COPs. Debt proceeds are being used to finance the construction of wastewater treatment facilities.

The wastewater fee has been calculated using what is commonly referred to as an incremental cost methodology. With this methodology, the amount of the fee is based on the cost of capacity in new facilities, in this case new wastewater treatment facilities needed to provide treatment capacity for new development anticipated within the City.

Analysis of the various improvements made during each phase of improvements indicate that

about 46.7 percent of wastewater treatment improvements were related to expanding treatment capacity, rather than upgrading the level of treatment of existing capacity. Analysis of the debt service schedules for each debt issue indicates that 45.3 percent of the debt service payments are related to the expansion portion of improvements. Therefore, wastewater fee revenue can be used to fund 45.3 percent of remaining annual debt service costs.

Total debt service costs for the improvements to bring capacity from 5.8 mgd to 8.5 mgd total about \$128.0 million. This cost was reduced by \$5.8 million to reflect payment for capacity paid by the area known as Flag City. About \$57.0 million (46.7 percent) of this adjusted total is related to expanding capacity, rather than upgrading existing capacity. Of the 2.7 mgd in increased capacity, 0.4 mgd has already been used (subscribed to) by development in recent years. This leaves about 2.3 mgd of capacity available for future development. At 200 gpd per DUE, about 2,000 DUEs of expansion capacity has already been subscribed to, while about 11,500 DUEs remain available for new development. This represents about 85 percent of the expansion capacity.

The standard fee for 1 DUE is based on the cost of new treatment facility capacity associated with each unit of new development. To date, \$57.0 million has been spent on the new treatment facilities which provides 13,500 DUEs of capacity. About \$48.6 million (about 85 percent) of the expansion portion of debt service is assigned to the potential future development of 11,500 DUEs. This results in the portion of the cost of treatment facilities allocated to future development to be about \$4,225 per DUE.

Details of the calculation of the wastewater fee are presented in Table 5-1.

**Table 5-1: Wastewater Treatment Impact Mitigation Fee Calculation**

|   | Net Proceeds<br>for WWTP |   |               |              |                    |                |
|---|--------------------------|---|---------------|--------------|--------------------|----------------|
|   | Par Amount               | Improvements                              |               |              |                    |                |
| <b>Wastewater Debt Financing</b>            |                          |   |               |              |                    |                |
| 1991 WW COPs                                | \$ 11,170,000            | \$ 10,140,000 <sup>1</sup>                |               |              |                    |                |
| 2003 WW COPs                                | \$ 5,000,000             | \$ 4,935,000                              |               |              |                    |                |
| 2004 WW COPs                                | \$ 27,360,000            | \$ 25,000,000                             |               |              |                    |                |
| 2007 WW COPs                                | \$ 30,320,000            | \$ 30,000,000                             |               |              |                    |                |
| Portion for 1991 Refunding                  | \$ (9,089,000)           | \$ (8,990,000)                            |               |              |                    |                |
| Total                                       | \$ 64,761,000            | \$ 61,085,000                             |               |              |                    |                |
| <b>WWTP Improvement Costs</b>               |                          |   |               |              |                    |                |
|   |                          | Upgrade                                   | Expansion     | Upgrade      | Expansion          |                |
| <b>Wastewater Treatment Improvements</b>    |                          |   |               |              |                    |                |
| Expansion from 5.8 to 6.3 mgd               | \$ 11,240,000            | \$ 3,082,451                              | \$ 8,157,549  | 27.4%        | 72.6% <sup>2</sup> |                |
| Expansion from 6.3 to 8.5 mgd               |                          |   |               |              |                    |                |
| Phase 1                                     | \$ 1,976,000             | \$ 1,464,741                              | \$ 511,259    | 74.1%        | 25.9% <sup>3</sup> |                |
| Phase 2                                     | \$ 11,528,000            | \$ 8,822,000                              | \$ 2,706,000  | 76.5%        | 23.5%              |                |
| Phase 3                                     | \$ 27,341,000            | \$ 13,341,000                             | \$ 14,003,000 | 48.8%        | 51.2%              |                |
| Thickening                                  | \$ 1,263,000             | \$ 933,997                                | \$ 329,003    | 74.0%        | 26.0%              |                |
| Dewatering & Storage                        | \$ 3,930,000             | \$ 2,906,263                              | \$ 1,023,737  | 74.0%        | 26.0%              |                |
| Total <sup>4</sup>                          | \$ 57,278,000            | \$ 30,550,453                             | \$ 26,730,547 | 53.3%        | 46.7% <sup>5</sup> |                |
|   |                          | Expansion portion of outstanding debt --> |               |              | 45.3% <sup>6</sup> |                |
| <b>Wastewater Treatment IMF Calculation</b> |                          |   |               |              |                    |                |
|   | Total                    | Original                                  | Expansion     | Subscribed   | Available          |                |
| WWTP Capacity (mgd)                         | 8.50                     | 5.80                                      | 2.70          | 0.40         | 2.30               |                |
| Capacity per DUE (gpd)                      | 200                      | 200                                       | 200           |              |                    |                |
| DUEs of Expanded Capacity                   | 42,500                   | 29,000                                    | 13,500        | 2,000        | 11,500             |                |
| Growth Share of WWTP DS <sup>7</sup>        | \$ 122,227,080           | \$ 65,186,039                             | \$ 57,041,041 | \$ 8,450,525 | \$ 48,590,517      |                |
|   |                          | 53.3%                                     | 46.7%         | 14.8%        | 85.2%              |                |
| <b>Wastewater Treatment IMF</b>             |                          |   |               |              | <b>\$ 4,225</b>    | <b>per DUE</b> |

<sup>1</sup> Net proceeds from 1991 COPs have been estimated.

<sup>2</sup> Allocation between upgrade and expansion from WSALLOC.xls worksheet titled Rev.10-97 2.

<sup>3</sup> Weighted average allocation to new development for expansion to 8.5 mgd is 40.3 percent.

<sup>4</sup> A portion of net debt proceeds remain unexplained, assumed to be planning/design or other related costs.

<sup>5</sup> This portion of debt service costs is appropriately attributed to expansion of treatment capacity.

<sup>6</sup> About 15.4% of outstanding debt is related to financing of 1991 improvements (.154 x .726 + .846 x .403 = .453). Wastewater IMF revenue can be used to pay for up to 45.3 percent of remaining debt service.

<sup>7</sup> Growth share of Wastewater Treatment Plant Debt Service equal to 46.7 percent of total.

## FEE SCHEDULE

Table 5-3 presents a complete schedule of proposed wastewater fees based on the size of the water meter. The wastewater fees would apply to all new connections to the City's wastewater system.

In instances where new wastewater customers may generate high strength wastewater and/or high flows, at the discretion of the Public Works Director, the appropriate wastewater fee may be calculated using specific estimates of annual flow, as well as BOD and SS loading. The factors to be applied for calculating high strength or high volume commercial and industrial wastewater fees are also included at the bottom of Table 5-2. These special cost factors are based on the overall treatment capacity of 8.5 mgd with a BOD concentration of 330 mg/l and a SS concentration of 340 mg/l.

**Table 5-2: Proposed Wastewater Treatment Plant Impact Mitigation Fee Schedule**

| Meter Size   | Hydraulic Capacity Factor | Wastewater Treatment |
|--|---------------------------|----------------------|
| 5/8" meter   | 0.67                      | \$ 2,831             |
| 3/4" meter   | 1.00                      | \$ 4,225             |
| 1" meter   | 1.67                      | \$ 7,056             |
| 1 1/2" meter   | 3.33                      | \$ 14,070            |
| 2" meter   | 5.33                      | \$ 22,521            |
| 3" meter   | 10.00                     | \$ 42,253            |
| 4" meter   | 16.67                     | \$ 70,435            |
| 6" meter   | 33.33                     | \$140,828            |
| 8" meter   | 53.33                     | \$225,333            |
| 10" meter  | 76.67                     | \$323,951            |
| <i>High Strength/High Volume Commercial and Industrial Development <sup>1</sup></i>  |                           |                      |
|  | Charge for Flow           | \$ 13.10 per gpd     |
|  | Charge for BOD Loading    | \$ 2,002 per ppd     |
|  | Charge for SS Loading     | \$ 1,670 per ppd     |
| <sup>1</sup> Applies to high strength and/or high volume commercial and industrial customers, as determined by the Director of Public Works. Formula for calculation is as follows:<br>$WW\ IMF = A \times (\$13.10 + 0.00000834 \times (B \times \$2,002 + C \times \$1,670))$ , where<br>A = Estimated average daily flow rate in gpd<br>B = Estimated average BOD concentration in mg/l<br>C = Estimated average SS concentration in mg/l |                           |                      |

## NEXUS REQUIREMENTS

The Wastewater Treatment Plant fee component meets the Mitigation Fee Act nexus requirements, as described in Table 5-3.

**Table 5-3: Wastewater Treatment Plant Nexus Requirement**

|   |  |
|---|--|
| Identify Purpose of Fee   | To fund wastewater costs that include a proportionate share of the wastewater treatment plant.   |
| Identify Use of Fee   | To fund the wastewater facilities identified in this IMFP.   |
| Determine how there is a reasonable relationship between the need for the public facility, the use of the fee, the amount of the fee and the type of development project on which the fee is imposed. | New residential and non-residential development will generate additional residents and employees in the City of Lodi who will increase the demand for wastewater. The wastewater fees collected from new development will equal the cost of the portion of the facilities attributable to new development. Residential and non-residential development will be responsible for their fair-share portion of the total cost based on the estimated wastewater use of the individual land uses. |

## **SOUTH WASTEWATER TRUNK LINE**

### **BACKGROUND**

In order to develop on the south side of the City, a new trunk line is needed to collect wastewater and transport the flows to the City's existing 42" trunk Line at Davis Road. Reynold's Ranch has already constructed the 24" line along the southern boundary of their property and will receive reimbursement for the amount in excess of their fair share.

The new South Wastewater Trunk Line only serves the properties in this area; therefore, it has been determined that a special fee will be established for this area. Because the construction of this line requires extensive capital up-front, the City will have to explore alternative financing mechanisms with the development community as development becomes a reality in this area. Figure 5-2 shoes the area that contributes flows to these new lines.

### **FACILITIES AND COSTS**

A wastewater model was developed by City staff for the Study Area to model wastewater generation and determine pipe sizing. It was determined that 7900 linear feet of 24" pipe and 15,700 linear feet of 30" pipe will be needed for the project from Highway 99 to connect to the City's existing 42" trunk line at Davis Road. These facilities are shown in Figure 5-1.

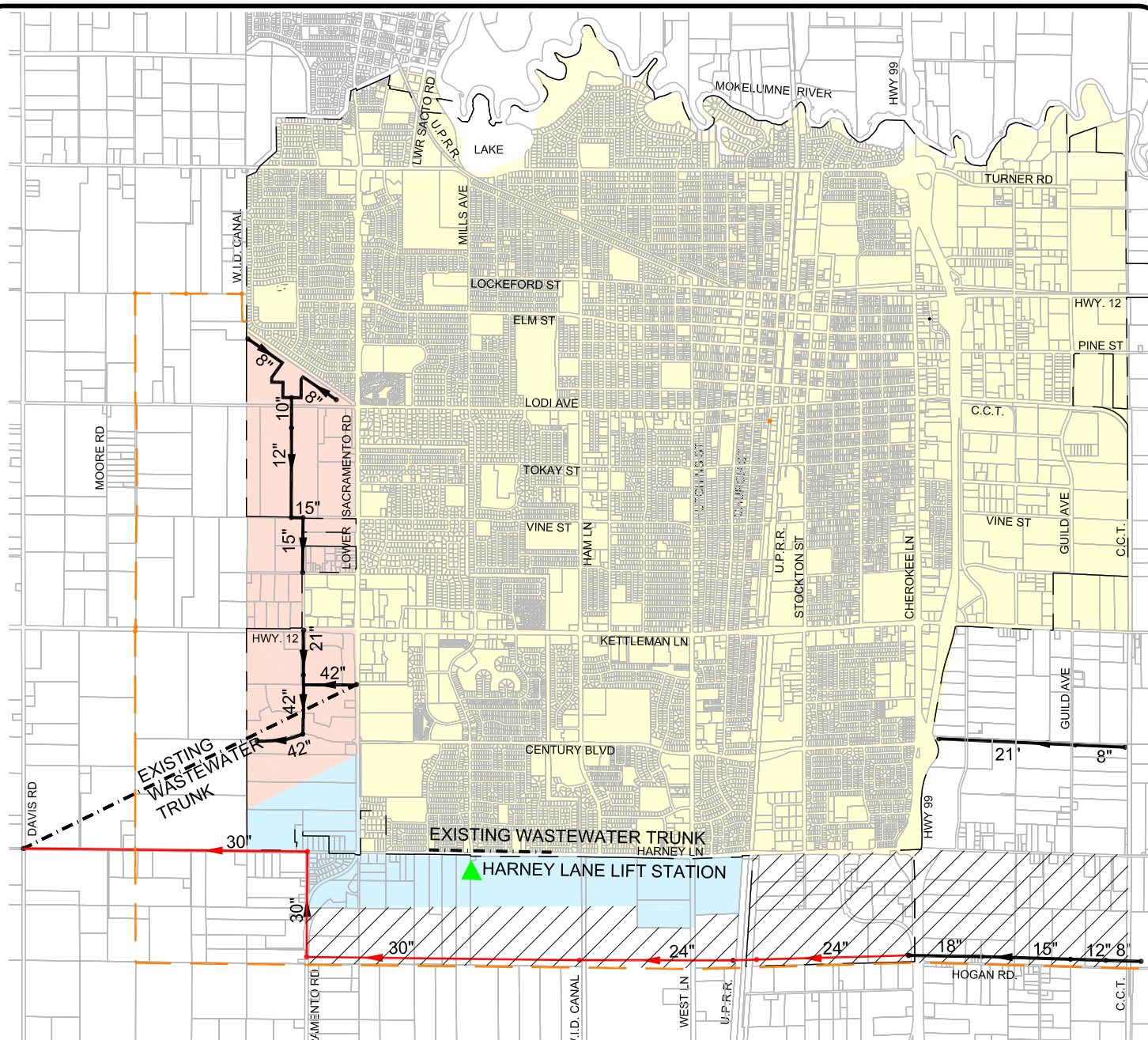


Figure 5-1  
WASTEWATER FACILITIES THROUGH 2035

LEGEND

- CONSTRUCT IN FEE PROGRAM
- DEVELOPER TO CONSTRUCT
- - - EXISTING WASTEWATER TRUNK LINE
- FUTURE ANALYSIS
- SOUTH WASTEWATER TRUNK LINE STUDY AREA

EXISTING COLLECTION FACILITIES SERVE INFILL DEVELOPMENT

NEW FACILITIES REQUIRED TO SERVE NEW DEVELOPMENT

NEW FACILITIES REQUIRED TO SERVE NEW DEVELOPMENT. FUNDED BY NON-CITY SOURCES BY AGREEMENT

2012 CITY LIMITS

GENERAL PLAN LIMITS

0 1/8 1/4 3/8 1/2 MILE  
0 1200 2400 3600 FEET



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A summary of the facilities and corresponding costs included in the IMFP is presented in Table 5-4.

**Table 5-4: South Wastewater Trunk Line Costs**

| <b><u>South Wastewater Trunk Line</u></b>         |                    |
|---|--------------------|
| 12"   | --                 |
| 15"   | --                 |
| 18"   | --                 |
| 24"   | \$1,225,700        |
| 24" (exist)                                       | \$630,700          |
| 30"   | \$4,396,000        |
| <b>Total Cost Allocated to Future Development</b> | <b>\$6,252,400</b> |

The South Wastewater Trunk Line area is shown on Figure 5-2. The fee for these improvements will only apply to this area.

#### **DWELLING UNIT EQUIVALENTS**

For purposes of the South Trunk Line component of the wastewater fees, demand is expressed in dwelling unit equivalents, which is the estimated average daily wastewater flow as compared to a single family home. For purposes of calculating the wastewater fee a DUE is defined to equal 200 gpd. A summary of the DUE factors for each land use type is presented in Table 5-5.

**Table 5-5: Dwelling Unit Equivalents**

| <b><u>Land Use</u></b>     | <b><u>DUE<br/>Factor</u></b> |
|----------------------------|------------------------------|
| <i>Residential</i>         | <u>per Unit</u>              |
| Low Density Residential    | 1.00                         |
| Medium Density Residential | 0.84                         |
| High Density Residential   | 0.70                         |
| <i>Non-Residential</i>     | <u>per 1,000 SF</u>          |
| Retail (Minor & Major)     | 0.93                         |
| Office/Medical             | 0.77                         |
| Industrial                 | 0.41                         |

#### **FEE ZONES**

The Core City area, shown in yellow on Figure 5-2, would pay the Wastewater Treatment Plant (WWTP) fee. The areas in pink on the map would pay the WWTP fee and be required to build all collection facilities. The hatched area south of Harney Lane would have to pay their WWTP fee and would be subject to a special fee, the South Wastewater Trunk Line fee, which was discussed previously in this chapter. The fee zones are shown in Figure 5-2.

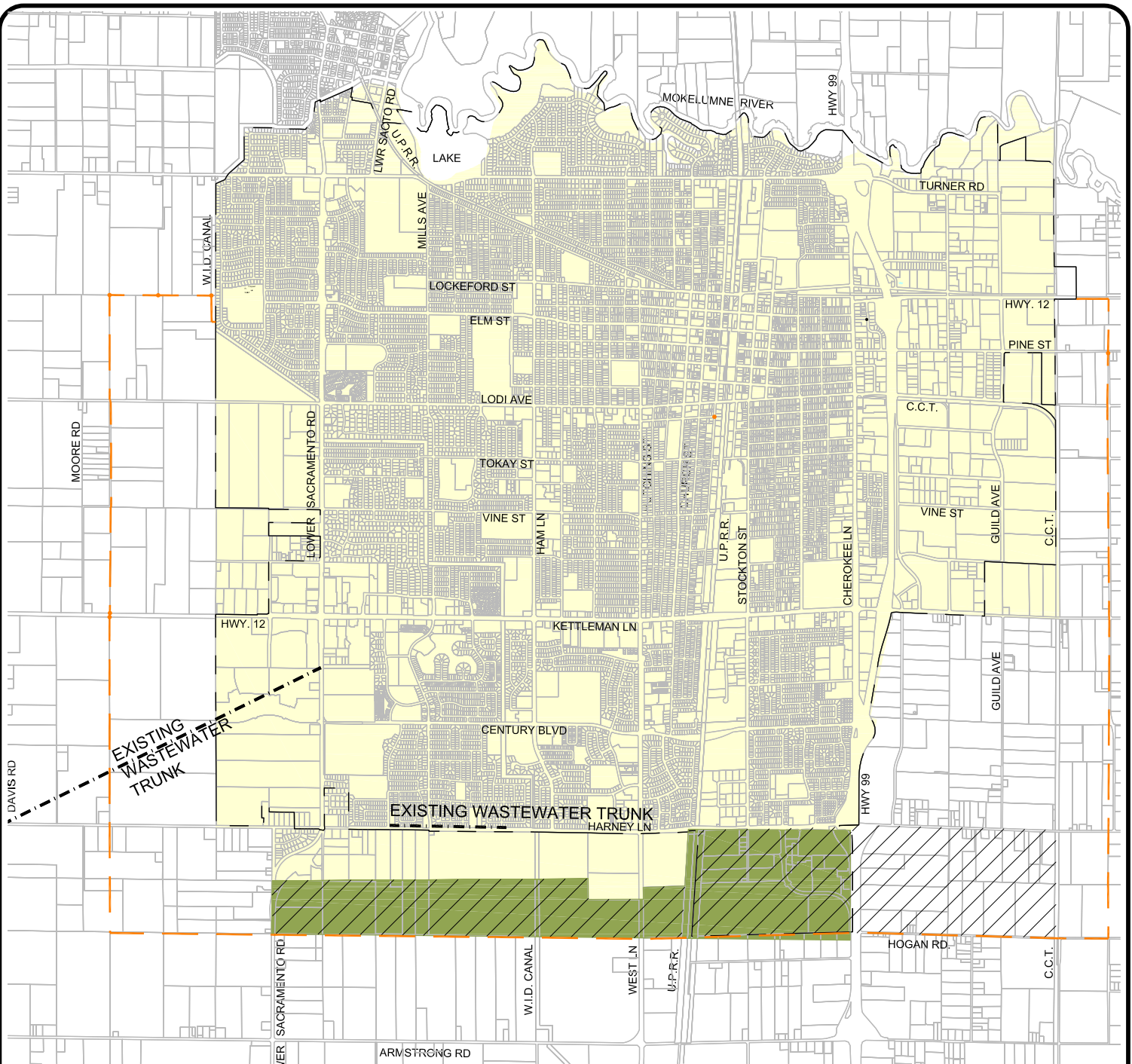


Figure 5-2

## WASTEWATER FEE ZONES

### LEGEND

- 2012 CITY LIMITS
- GENERAL PLAN LIMITS

WWTP FEE ONLY

WWTP FEE AND SOUTH WASTEWATER TRUNK LINE FEE

SOUTH WASTEWATER TRUNK LINE STUDY AREA

FUTURE ANALYSIS

0 1/8 1/4 3/8 1/2 MILE  
0 1200 2400 3600 FEET



**City of Lodi**

PUBLIC WORKS DEPARTMENT



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## **FEE METHODOLOGY**

Future development in the South Wastewater Trunk Line Area of the City will create demand for additional wastewater facilities. By allocating facilities costs to each land use category based on its potential wastewater generation, this IMFP ensures that each land use category will fund its fair-share of the required facilities. Consequently, the total South Wastewater Trunk Line cost of \$6.3 million is allocated to future development based on the wastewater generation rates for each land use. For purposes of this fee calculation the cost of the pipes is spread amongst the entire development area that contributes flows to these facilities rather than 2035 land uses. This is due to the fact that these improvements will serve the buildout of this area.

## **FEE SCHEDULE**

A summary of the South Wastewater Trunk Line component of the IMFP is presented in Table 5-6.

**Table 5-6: South Wastewater Trunk Line Fee Schedule**

|                               |                            |
|-------------------------------|----------------------------|
| <b><u>Residential</u></b>     | <b><u>per Unit</u></b>     |
| Low Density                   | \$1,181                    |
| Medium Density                | \$994                      |
| High Density                  | \$829                      |
| <b><u>Non-Residential</u></b> | <b><u>per 1,000 SF</u></b> |
| Retail (Minor & Major)        | \$1,096                    |

## NEXUS REQUIREMENTS

The South Wastewater Trunk Line fee component meets the Mitigation Fee Act nexus requirements, as described in Table 5-7 below.

**Table 5-7: South Wastewater Trunk Line Nexus Requirements**

|   |   |
|---|---|
| Identify Purpose of Fee   | To fund costs associated with the South Sewer Trunk Line that is required to serve future development in the South Area.  |
| Identify Use of Fee   | To fund the wastewater facilities identified in this IMFP.  |
| Determine how there is a reasonable relationship between the need for the public facility, the use of the fee, the amount of the fee and the type of development project on which the fee is imposed. | New residential and non-residential development will generate additional residents and employees in the South Area who will generate new demand for wastewater. The wastewater fees collected from new development in the South Area will equal the cost of the portion of the facilities attributable to new development in that area. Residential and non-residential development will be responsible for their fair-share portion of the total cost based on the estimated wastewater use of the individual land uses. Only those properties that utilize the sewer line will pay the fee. |

## 6. STORM DRAINAGE

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### BACKGROUND

The City of Lodi is divided into several of Storm Drainage Basin areas, referred to as Basins A through K. Each of the basin areas has a series of storm drainage pipes and detention basins that serve the area's drainage needs. In order for new development to occur, new improvements must be made to the City's existing system.

In 1963, the City adopted the Lodi Master Plan for the Development of Storm Water Collection and Disposal Facilities for drainage areas A through H. Facilities required to serve areas A through E, G and H have been constructed. In 1990, the planning area was expanded to include Drainage Area I that extends from Kettleman Lane to Harney Lane and from Lower Sacramento Road to the extension of the WID canal. As part of the IMFP update, the City prepared a 2012 Storm Drainage Master Plan that addresses planning areas F, I, K, and L. The terminal drainage for K and L is the WID canal; the terminal drainage for J is the existing master storm drain trunk line located in Century Boulevard.

### FACILITIES AND COSTS

The City completed a storm drainage master plan as part of the IMFP update. Following is a description of the various areas within the City and the improvements that are required:

- Zone 1, as shown on Figure 6-1, consists of the City Core area as well as the area that lies east of Highway 99. Basin and pump station improvements are required to be completed at the C-basin.
- Zone 2, as shown on Figure 6-1, is east of Lower Sacramento Road, beyond City limits. New pipes and basins are required to serve future development as shown in the storm drainage master plan. The cost of these facilities is included in Table 6-1.
- Basins F, I, L and K, on the west and south sides of the City, do not have a fee. It has been determined that the developers in this area will fund the construction of their own storm drainage facilities; therefore no fee is being established.
- The remaining areas in the City are expected to develop beyond the 2035 planning horizon used in this IMFP. As a result, these area were not included in the master plan at this time and will be analyzed in future IMFP and master plan updates.

Table 6-1 summarizes the costs of the facilities that form the basis of the fee for Zone 1.

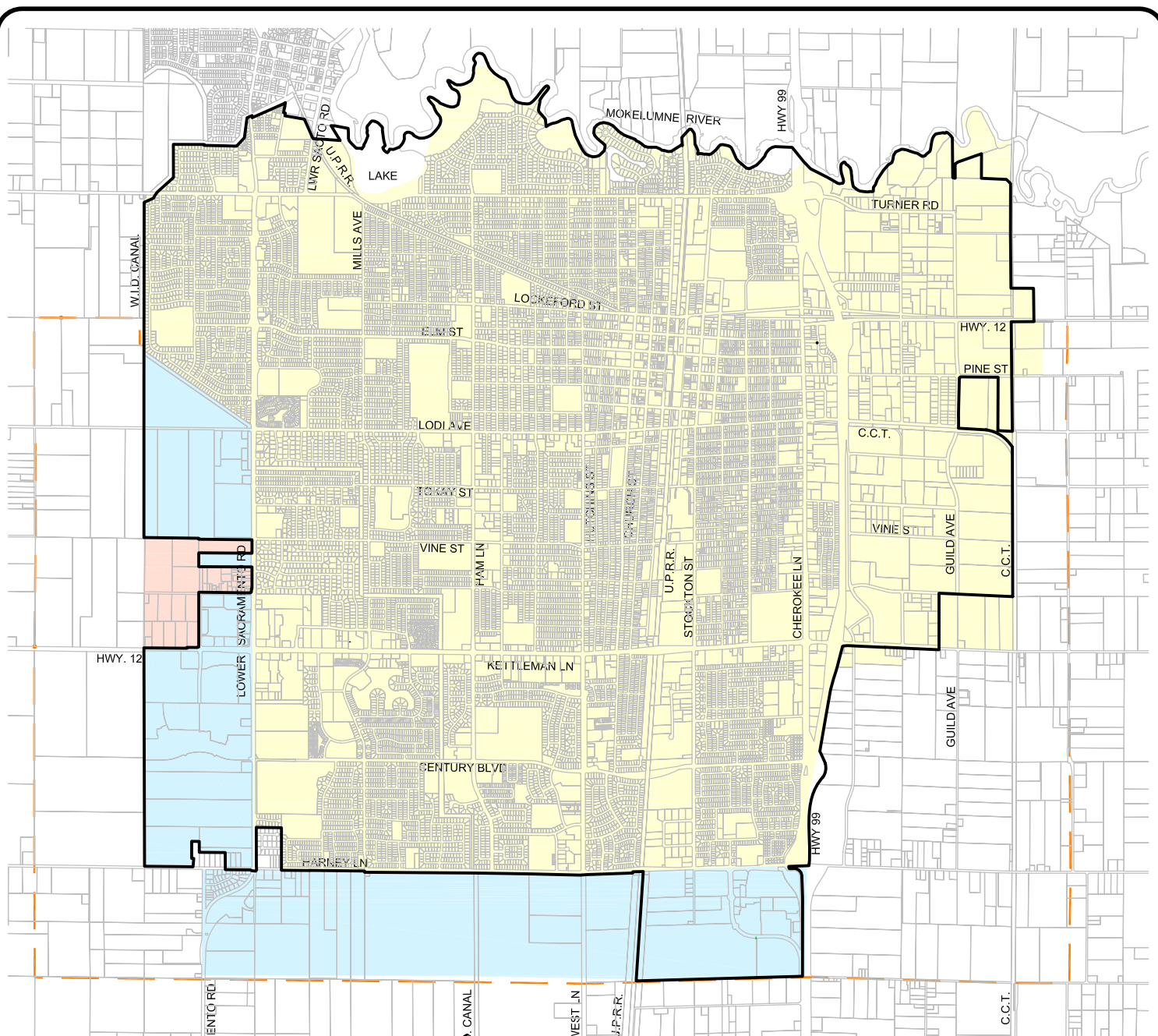


Figure 6-1  
STORM DRAINAGE  
FEE ZONES  
LEGEND

- |                         |   |   |
|-------------------------|---|---|
| — 2012 CITY LIMITS      | <span style="display: inline-block; width: 20px; height: 20px; background-color: yellow; border: 1px solid black;"></span> ZONE 1                   | <span style="display: inline-block; width: 20px; height: 20px; background-color: pink; border: 1px solid black;"></span> ZONE 2 |
| --- GENERAL PLAN LIMITS | <span style="display: inline-block; width: 20px; height: 20px; background-color: lightblue; border: 1px solid black;"></span> DEVELOPER CONSTRUCTED |   |
|                         | <span style="display: inline-block; width: 20px; height: 20px; background-color: white; border: 1px solid black;"></span> FUTURE ANALYSIS           |   |

0 1/8 1/4 3/8 1/2 MILE  
0 1200 2400 3600 FEET



**Table 6-1: Storm Drainage Cost Summary**

|                                  |                    |
|----------------------------------|--------------------|
| <b><u>Zone 1:</u></b>            |                    |
| <i>Zone 1 Basin Improvements</i> |                    |
| C-Basin Pump Station             | \$2,055,900        |
| C-Basin                          | \$912,593          |
| <b>Total Zone 1 Cost</b>         | <b>\$2,968,493</b> |

## DWELLING UNIT EQUIVALENTS

Storm Drainage costs are allocated based on run-off coefficients. A dwelling equivalent unit is based on the amount of run-off that an acre of each land use produces in relation to an acre of low density residential development. A summary of the DUE factors for each land use type is presented in the Table 6-2 below. Storm Drainage fees for non-residential will be collected on a per acre basis rather than a per 1,000 SF basis as other fees are. This is due to the fact that run-off coefficients are more directly linked to acreage.

**Table 6-2: Storm Drainage Dwelling Unit Equivalents**

| <b><u>Land Use</u></b>        | <b><u>Runoff<br/>Coefficient</u></b> | <b><u>DUE<br/>Factor</u></b> |
|-------------------------------|--------------------------------------|------------------------------|
| <i><b>Residential</b></i>     | <i><u>per Acre</u></i>               | <i><u>per Acre</u></i>       |
| Low Density                   | 0.40                                 | 1.00                         |
| Medium Density                | 0.50                                 | 1.25                         |
| High Density                  | 0.67                                 | 1.68                         |
| Subtotal                      |                                      |                              |
| <i><b>Non-Residential</b></i> | <i><u>per Acre</u></i>               | <i><u>per Acre</u></i>       |
| Retail (Minor & Major)        | 0.70                                 | 1.75                         |
| Office/Medical                | 0.70                                 | 1.75                         |
| Industrial                    | 0.75                                 | 1.88                         |

## FEE METHODOLOGY

The purpose of the storm drainage fee is to ensure that new development pays a proportionate share of the cost of constructing facilities to accommodate drainage demands of new construction within the City. For purposes of the storm drainage IMFP, demand is measured by applying run-off coefficient factors which establishes the fair share of storm drainage facilities for each land use. Using zones for storm drainage ensures that new development is only paying towards the improvements that they in fact use.

## FEE SCHEDULE

A summary of the storm drainage component of the IMFP is presented in Table 6-3. The Zone 2 fees are for planning purposes and apply only to property outside the City limits in the drainage basin.

**Table 6-3: Zone 1 Storm Drainage Fees**

| <b>Land Use</b>        | <b>Cost per<br/>Unit / Acre</b> |
|------------------------|---------------------------------|
| <hr/>                  |                                 |
| <i>Residential</i>     | <i>per Unit</i>                 |
| Low Density            | \$1,394                         |
| Medium Density         | \$697                           |
| High Density           | \$561                           |
| <i>Non-Residential</i> | <i>per Acre</i>                 |
| Retail (Minor & Major) | \$14,640                        |
| Office/Medical         | \$14,640                        |
| Industrial             | \$15,686                        |

## CONCEPTUAL ZONE 2 FEES

Zone 2 costs and fees are being included for estimating purposes only. This zone is shown on Figure 6-1. All properties in this zone are currently outside the City limits. The estimated cost of the basin, pump station, land and pipe oversizing costs are shown in Table 6-4. The fees shown in Table 6-5 are representative of what the fee might be should the property annex into the City and develop.



**Table 6-4: Zone 2 Estimated Costs**

| <b><u>Zone 2: F &amp; I-Basin Watershed Areas</u></b> |                     |
|---|---------------------|
| <i>F-Basin Improvements</i>                           |                     |
| Pipes   | \$1,068,017         |
| Basins  | \$8,981,826         |
| Subtotal Cost   | <u>\$10,049,843</u> |
| <i>I-Basin Improvements</i>                           |                     |
| Pipes   | \$902,971           |
| Basins  | <u>\$6,271,380</u>  |
| Subtotal Cost   | \$7,174,351         |
| <b>Total Zone 2 Cost</b>                              | <b>\$17,224,193</b> |
| Less: Available SD Fee Fund Revenue                   | <u>(\$560,652)</u>  |
| <b>Net Zone 2 Cost</b>                                | <b>\$16,663,541</b> |

**Table 6-5: Zone 2 Conceptual Storm Drainage Fees**

|                        |                        |
|------------------------|------------------------|
| <i>Residential</i>     | <u><i>per Unit</i></u> |
| Low Density            | \$4,237                |
| Medium Density         | \$2,118                |
| High Density           | \$1,703                |
| <i>Non-Residential</i> | <u><i>per Acre</i></u> |
| Retail (Minor & Major) | \$44,485               |
| Office/Medical         | \$44,485               |
| Industrial             | \$47,663               |

## NEXUS REQUIREMENTS

The storm drainage fee component meets the Mitigation Fee Act nexus requirements, as described in Table 6-6.

**Table 6-6: Storm Drainage Fee Nexus Requirements**

|   |  |
|---|--|
| Identify Purpose of Fee   | To fund Storm Drainage costs that include a proportionate share of storm drainage basins and pipe costs.   |
| Identify Use of Fee   | To fund the storm drainage facilities identified in this IMFP.   |
| Determine how there is a reasonable relationship between the need for the public facility, the use of the fee, the amount of the fee and the type of development project on which the fee is imposed. | New residential and non-residential development will generate the demand for additional storm drainage facilities. The storm drainage fees collected from new development will equal the cost of the portion of the facilities attributable to new development within Zone 1. Residential and non-residential development will be responsible for their fair-share portion of the total cost based on the estimated storm water generated for each of the individual land uses. The fees are collected by zones. |

## 7. TRANSPORTATION

---

### BACKGROUND

To measure and describe the operational status of the local roadway network, transportation engineers and planners commonly use a grading system called level of service (LOS). Level of service is a description of a facility's operation, ranging from LOS A (indicating free-flow traffic conditions with little or no delay) to LOS F (representing over-saturated conditions where traffic flows exceed design capacity, resulting in long queues and delays).

The City's 2010 General Plan contains policy direction about what constitutes acceptable operations on the City's street network. The policy states, "[f]or purposes of design review and environmental assessment, apply a standard of Level of Service E...on all streets in the City's jurisdiction. The objective of this performance standard is to acknowledge that some level of traffic congestion during the peak hour is acceptable and indicative of an economically vibrant and active area, and that infrastructure design decisions should be based on the conditions that predominate during most of each day."

The baseline analysis conducted for the 2010 General Plan Update evaluated more than 100 roadway segments and 11 major intersections throughout the City and calculated the LOS at each location (this effort was documented in the *Lodi General Plan Update Working Paper #1: Land Use, Transportation, Environment and Infrastructure*, 2007). Of all the locations studied in 2010, the only locations found to operate at LOS F, and thus operating outside of the standards set in the 2010 General Plan, were the segments of Kettleman Lane between Tienda Drive and Cherokee Lane. As will be discussed later in this section, none of the capital improvement projects included in the IMFP are located along these segments of Kettleman Lane, so the IMFP projects are not affected by the operations results presented in the General Plan baseline analysis. (It should also be noted that the data used in the General Plan baseline analysis were collected in late 2006; since that time, traffic volumes throughout San Joaquin County have declined due to depressed economic conditions, so it is likely that if more up-to-date information were available, it would indicate improved LOS on Kettleman Lane and throughout the City.)

The *South Hutchins Street Annexation Project Traffic Impact Analysis* (2009) evaluated 19 study intersections throughout the southern part of Lodi, and found that all of the intersections operated at LOS D or better during both the morning and afternoon peak hours. Therefore, for the purposes of the IMFP analysis, no existing deficiencies have been identified that would affect the nexus determination.

### FACILITIES AND COSTS

The primary future deficiency is anticipated to occur along Harney Lane, which is currently a two-lane road but which would need to be widened to four lanes in order to accommodate the demand from the new development that is anticipated in the southern and western areas of the City. Harney Lane is immediately adjacent to major new development areas, and the widening is only needed to serve those new areas; therefore, it is reasonable for the full cost of the Harney Lane improvements to be included in the IMFP.

Additional future deficiencies were identified along Guild Avenue and Victor Road, due to the addition of more industrial development in the area east of SR 99. The capital improvement project list for the IMFP, therefore, includes the widening of Victor Road from two to four lanes between SR 99 and Guild Avenue, addition of a median on West Lane south of Harney, the ultimate median construction on Harney from just west of Lower Sacramento Road to South Hutchins Street, interim widening improvements on Harney from Lower Sacramento Road to Mills Avenue, and a re-striping of Guild Avenue to provide four travel lanes between Lodi Avenue and Auto Center Drive. Along with these roadway improvements, the intersection of Victor Road and Guild Avenue should be signalized. These improvements are adjacent to major areas of future development and are needed to serve the traffic generated by those new uses, so it is reasonable for the full cost of the improvements to be included in the IMFP.

City staff was also consulted to identify more localized improvements that should be included in the IMFP capital improvement list. Based on intersection projects that have been identified in previous capital improvement programs, staff designated five intersections where installation of traffic signals are needed: Mills Avenue/Elm Street, Turner Road/California Street, Turner Road/Sacramento Street, Cherokee Lane/Elm Street, and Guild Avenue/Victor Road. Because these are local intersections that are not adjacent to major new development areas, it was determined that the IMFP should cover only a portion of these project costs, proportional to the amount of future traffic passing through these intersections that is generated by new development. These fair-share percentages were calculated using the results of the 2035 traffic model.

The costs for the projects are summarized in Table 7-1. It should be noted that it is assumed that the full cost of the UPRR grade separation on Harney Lane would be funded through a variety of outside funding sources such as STIP, Measure K, etc. Should assumptions change and outside funding not be secured, additional funding will be required from the IMFP.

**Table 7-1: Transportation Cost Summary**

|   | <b>Total<br/>Project<br/>Cost</b> | <b>Outside<br/>Funding<br/>Sources</b> | <b>IMFP<br/>Percentage<br/>Share</b> | <b>Net Cost<br/>Included in<br/>Fee Program</b> |
|---|-----------------------------------|--|--------------------------------------|---|
| <b><u>Traffic Signals</u></b>                     |                                   |  |                                      |   |
| Mills Ave and Elm St                              | \$259,000                         |  | 20%                                  | \$51,800  |
| Turner Rd and California St                       | \$280,000                         |  | 20%                                  | \$56,000  |
| Turner Rd and Sacramento St                       | \$280,000                         |  | 30%                                  | \$84,000  |
| Cherokee Ln and Elm St                            | \$280,000                         |  | 30%                                  | \$84,000  |
| Guild Ave and Victor Rd                           | \$315,000                         |  | 100%                                 | \$315,000                                       |
| Subtotal  | \$1,414,000                       | --                                     |                                      | \$590,800                                       |
| <b><u>Roadway Improvements</u></b>                |                                   |  |                                      |   |
| Guild Ave   | \$43,400                          | --                                     | 100%                                 | \$43,400  |
| Victor Rd   | \$5,890,000                       | (\$3,530,000)                          | 100%                                 | \$2,500,000                                     |
| West Lane   | \$568,400                         | --                                     | 100%                                 | \$568,400                                       |
| Harney Lane                                       | \$26,856,000                      | (\$24,726,000)                         | 100%                                 | \$2,130,000                                     |
| Subtotal  | \$33,357,800                      | (\$28,256,000)                         |                                      | \$5,241,800                                     |
| <b>Total Cost Allocated to Future Development</b> |                                   |  |                                      | <b>\$5,832,600</b>                              |

## DWELLING UNIT EQUIVALENTS

Dwelling Unit Equivalent factors are a common way of normalizing the effects of different types of land use on a set of public facilities. Many transportation impact fee programs use DUE factors to account for the relative burden on the transportation system caused by different types of development. DUE factors commonly include an accounting of trip generation rates and percentages of pass-by trips attributable to different land uses, and sometimes include a representation of average trip lengths or other characteristics.

For purposes of this evaluation, trip generation rates and pass-by trip percentages were used to develop DUE factors for each land use type. The City of Lodi travel demand model contains trip generation rates for several land use categories and has been calibrated to reflect local conditions. Table 7-2 shows the PM peak hour trip generation rate for each land use category based on the Lodi model, as well as the percentage of new trips attributable to each category from a commonly-accepted reference document on this subject. These figures are multiplied together to determine the number of new trips per unit of development (per dwelling unit for residential uses, and per thousand square feet for non-residential uses). The single-family residential rate is then set to 1.0 and all other rates are normalized to that level, so the factors can be used to calculate each land use category's proportional contribution toward the capital improvement project costs.

**Table 7-2: Calculation of Dwelling Unit Equivalent (DUE) Factors**

| Land Use                     | Unit <sup>1</sup> | PM Peak<br>Hour Trip<br>Rate <sup>2</sup><br>(a) | New Trips <sup>3</sup><br>(b) | New Trips<br>per Unit<br>(a * b) | DUE per<br>Unit |
|------------------------------|-------------------|--|-------------------------------|----------------------------------|-----------------|
| Single-Family<br>Residential | DU                | 1.16   | 100%                          | 1.16                             | 1.00            |
| Multi-Family<br>Residential  | DU                | 0.63   | 100%                          | 0.63                             | 0.54            |
| Commercial / Retail          | 1,000 SF          | 3.91   | 50%                           | 1.96                             | 1.69            |
| Office                       | 1,000 SF          | 2.03   | 70%                           | 1.42                             | 1.22            |
| Industrial                   | 1,000 SF          | 0.85   | 85%                           | 0.72                             | 0.62            |

<sup>1</sup>DU = dwelling unit  
<sup>2</sup>Lodi Travel Demand Forecasting Model and *ITE Trip Generation*, 8<sup>th</sup> Edition.  
<sup>3</sup>SANDAG Brief Guide of Vehicular Traffic Generation Rates, April 2002.  
Source: Fehr & Peers, 2012.

## FEE METHODOLOGY

Future development in the City will create the needs for roadway improvement. For the purposes of this evaluation, trip generation rates and pass-by trip percentages were used to develop DUE factors for each land use type. These DUE factors were then used to allocate costs to each land use type.

## FEE SCHEDULE

A summary of the transportation component of the IMFP is presented in the Table 7-3.

**Table 7-3: Transportation Fees**

| Land Use               | Cost per<br>Unit/<br>1,000 SF |
|------------------------|-------------------------------|
| <i>Residential</i>     | <i>per Unit</i>               |
| Low Density            | \$711                         |
| Medium Density         | \$386                         |
| High Density           | \$386                         |
| <i>Non-Residential</i> | <i>per 1,000 SF</i>           |
| Retail (Minor & Major) | \$1,199                       |
| Office/Medical         | \$872                         |
| Industrial             | \$443                         |

## NEXUS REQUIREMENTS

The Traffic fee component meets the Mitigation Fee Act nexus requirements, as described in Table 7-4.

**Table 7-4: Transportation Fee Nexus Requirements**

|   |   |
|---|---|
| Identify Purpose of Fee   | To fund traffic costs that include a proportionate share of new traffic signals and road widening projects.   |
| Identify Use of Fee   | To fund the traffic improvements identified in this IMFP.   |
| Determine how there is a reasonable relationship between the need for the public facility, the use of the fee, the amount of the fee and the type of development project on which the fee is imposed. | New residential and non-residential development will generate additional residents and employees in the City who will increase the traffic in Lodi and will trigger the need for additional traffic improvements. The traffic fees collected from new development will equal the cost of the portion of the facilities attributable to new development. Residential and non-residential development will be responsible for their fair-share portion of the total cost based on the estimated traffic generation rates of the individual land uses. |

## 8. POLICE

### BACKGROUND

The Lodi Police Department has organized the City into three districts - the Central District, Heritage District, and Sunset District - and five patrol beats. The department protects and serves the City through crime prevention, investigation, and other public safety services. The department has several specialized units, including investigations, narcotics, gang intelligence, drug suppression, crime prevention, K-9, special weapons and tactics, and traffic units.

### FACILITIES AND COSTS

The police station is located at 215 West Elm Street and includes 56,000 square feet of building space. Based on a building capacity review conducted by the police department, the police station can accommodate enough additional officers and personnel to serve approximately 92,000 residents.

The police station was financed with a portion of the proceeds from the 2002 Public Improvement Financing Project, which issued \$26.7 million in Certificates of Participation (COPs). Approximately \$14.3 million of the aggregate bond amount was used to construct the police station. The total cost related to the police station portion of the COPs equals approximately \$27.0 million and includes COP principal and interest costs. However, only a portion of the total cost of the police facilities is attributable to future development. A summary of the facilities, and corresponding costs, included in the IMFP is presented in Table 8-1.

**Table 8-1: Police Cost Summary**

| <b>Project</b>  | <b>Fee Funded Cost</b> |
|---|------------------------|
| Police Station Costs<br>(Future development's share only) | \$4,062,000            |
| Vehicle Costs   | <u>\$434,000</u>       |
| <b>Total Cost Allocated to Future Development</b>         | <b>\$4,496,000</b>     |

### LEVEL OF SERVICE STANDARD

The City's fiscal year 2011/12 budget includes funding for 106 police officers; this includes 71 sworn and 35 non-sworn officers. The current number of officers translates into a police service standard of 1.70 officers per 1,000 residents. The building capacity review conducted by the police department revealed that the existing police station could accommodate approximately 50 additional police personnel.

Based on the City's current level of service and the police station capacity review, the police station can serve an additional 29,412 future residents. The IMFP incorporates development through year 2035; development projections assume the City will grow by an additional 13,128 residents by 2035. Consequently, the police station has excess capacity to accommodate



sufficient officers to serve an additional 16,284 residents beyond the 2035 horizon of the IMFP.

## DWELLING UNIT EQUIVALENTS

Police facility costs are allocated based on residents and employees since it is reasoned that residential and non-residential developments benefit from these facilities. Consequently, a persons served figure is used in the cost allocation calculation for police facilities. The persons served factor is defined as the residential population plus 50% of employees. The exact relationship in terms of service demand required by residents and employees is difficult to measure, but it is generally understood that employees utilize less police services than do residents. As a result, a resident is equal to 1.0 persons served and an employee is assumed to equal 0.5 persons served. The persons served for a residential unit is equal to the average persons per household. The persons served per 1,000 square feet of non-residential building space is equal to one half the average number of employees assumed for that building type.

The DUE for the police fee is based on the persons served and is a factor that quantifies different land use types in terms of their equivalence to a low density residential unit. A low density residential unit is assigned a DUE factor of 1.0 and the DUE factor for each of the other land use categories is determined based on the anticipated number of persons served for each land use category relative to the number of persons served for a low density residential unit. A summary of the DUE factors for each land use type is presented in Table 8-2.

**Table 8-2: Police Facilities Dwelling Unit Equivalents**

| Land Use               | Persons per Household/<br>Employees per 1,000 SF | Resident-to-Employee Ratio = 1.0 : 0.5 |            |
|------------------------|--|--|------------|
|                        |  | Persons Served                         | DUE Factor |
| <hr/>                  |  |  |            |
| <i>Residential</i>     |  | <i>per Unit</i>                        |            |
| Low Density            | 2.85   | 2.85                                   | 1.00       |
| Medium Density         | 2.40   | 2.40                                   | 0.84       |
| High Density           | 2.00   | 2.00                                   | 0.70       |
| <br>                   |  |  |            |
| <i>Non-Residential</i> |  | <i>per 1,000 SF</i>                    |            |
| Retail (Minor & Major) | 2.50   | 1.25                                   | 0.44       |
| Office/Medical         | 4.00   | 2.00                                   | 0.70       |
| Industrial             | 1.33   | 0.67                                   | 0.23       |

## FEE METHODOLOGY

Because the police station has the capacity to service the City's residents beyond 2035, police station costs are allocated to existing development in the City, future development through 2035, and future development beyond 2035, based on the estimated total persons served for each development period. Based on this methodology, existing development in the City is responsible for approximately 66% of the cost of the police station; this portion of the cost must be funded

with revenues other than future development impact fees. Future development, through and beyond 2035, is responsible for the remaining 34% of the total cost. As shown in Table 8-3, approximately 19% of the total cost is allocated to future development beyond 2035 and 15% is allocated to future development through 2035; this \$4.1 million dollar amount is included in the calculation of the police fee component of the IMFP.

**Table 8-3: Police Station Cost**

|                                | <b>Existing<br/>(2011)</b> | <b>Future<br/>(thru 2035)</b> | <b>Remaining<br/>(Beyond<br/>2035)</b> | <b>Total<br/>Cost</b> |
|--------------------------------|----------------------------|-------------------------------|--|-----------------------|
| % of Total Police Station Cost | 66%                        | 15%                           | 19%                                    | 100%                  |
| Police Station Cost Allocation | \$17.9 M                   | \$4.1 M                       | \$5.0 M                                | \$27.0 M              |

In addition to providing funding for the police station, the IMFP will also provide funding for various police vehicles, including marked patrol cars, unmarked/administration cars, traffic cars, partners/crime prevention cars, code enforcement cars, and animal control cars. Based on the City's current vehicles per sworn officer standard for each vehicle type, the total cost for vehicles needed to serve future development through 2035 is approximately \$0.4 million. The total cost allocated to future development included in the IMFP for the police station and vehicles is \$4.5 million.

## FEE SCHEDULE

A summary of the police fees is presented in Table 8-4.

**Table 8-4: Police Fees**

|                               |                            |
|-------------------------------|----------------------------|
| <b><u>Residential</u></b>     | <b><u>per Unit</u></b>     |
| Low Density                   | \$753                      |
| Medium Density                | \$634                      |
| High Density                  | \$528                      |
| <b><u>Non-Residential</u></b> | <b><u>per 1,000 SF</u></b> |
| Retail (Minor & Major)        | \$330                      |
| Office/Medical                | \$528                      |
| Industrial                    | \$176                      |

## NEXUS REQUIREMENTS

The police fee component meets the Mitigation Fee Act nexus requirements, as described in Table 8-5.

**Table 8-5: Police Fee Nexus Requirements**

|  |   |
|--|---|
| Identify the purpose of the fee.   | To fund police-related capital and vehicle costs, including financing costs, attributable to the impact of new development.   |
| Identify the use of the fee.   | To fund the police facilities identified in this IMFP.  |
| Determine how there is a reasonable relationship between the need for the public facility, the use of the fee, the amount of the fee and the type of development project on which the fee is imposed | New residential and non-residential development will generate additional residents and employees who will increase the demand for additional police services and personnel. Police facilities and vehicles will be needed for the new police personnel. The police fees are calculated so that fee revenue will equal the cost of the portion of the facilities and vehicles attributable to new development through 2035. Residential and non-residential development will be responsible for their fair-share portion of the total cost based on the DUE variable assigned to each individual land use. |

## 9. FIRE

### BACKGROUND

The Fire Department provides a wide range of emergency and non-emergency services, including fire suppression, emergency medical services, hazardous materials response, technical rescue, fire prevention, public education, and related safety services. The City has an Insurance Services Office (ISO) rating of Class 3, which indicates that the Fire Department is strategically placed throughout the City and has adequate personnel, equipment, and expertise to serve the current population.

### FACILITIES AND COSTS

The Fire Department provides fire protection services to the City from four fire stations: Fire Station 1 is located in Lodi's downtown area; Fire Station 2 is located on the eastside of the City; Fire Station 3 is located in the southwest quadrant of the City; and Station 4 is in the northwest quadrant of the City.

The department reviewed the anticipated locations of future development through 2035 and determined that it could continue to serve the entire City with existing Fire Stations 1, 3, and 4 and by relocating and expanding Fire Station 2. Fire Station 2 is planned for relocation from its current site to another location in the area; the existing station will be expanded from 6,200 to 10,500 square feet at a cost of approximately \$1.6 million, including financing costs. In 2001, the City borrowed approximately \$1.6 million from the water fee fund to construct Fire Station 4. The fire fee fund has repaid approximately \$0.4 million of the inter-fund loan to-date, resulting in an outstanding balance of \$1.2 million.

A summary of the facilities and corresponding costs included in the IMFP is presented in Table 9-1.

**Table 9-1: Fire Facilities Costs**

| <b>Project</b>  | <b>Fee Funded Cost</b> |
|---|------------------------|
| Outstanding Loan Balance For Fire Station 4 <sup>1</sup>  | \$1,225,000            |
| Station 2 Expansion Cost  | \$1,290,000            |
| Station 2 Financing Cost  | <u>\$310,000</u>       |
| <b>Total Cost Allocated to Future Development</b>   | <b>\$2,825,000</b>     |
| <sup>1</sup> Represents the outstanding principal balance from the water fund; no interest is included in the loan from the water fund. |                        |

## LEVEL OF SERVICE STANDARD

Lodi's four fire stations provide adequate fire protection services to all areas within the City limits. In 2006, the most recent year of data availability, the department met a response time criteria of 6 minutes for 90% of all calls.

The department reviewed the anticipated location of future development in the City through 2035 and based on that review, determined that the existing four stations, along with the future relocation and expansion of Station 2, would continue to provide adequate service coverage to existing and future development.

## DWELLING UNIT EQUIVALENTS

Fire facility costs are allocated based on residents and employees since it is reasoned that residential and non-residential developments both benefit from these facilities. For residential land uses, the persons served equals the residential population; for non-residential land uses, the persons served is equal to 50% of the number of employees. The exact relationship in terms of service demand required by residents and employees is difficult to measure, but it is a commonly understood that non-residential development utilizes less fire services than does residential development. As a result, a resident is equal to 1.0 persons served and an employee is assumed to equal 0.5 persons served. In order to quantify different land use types in terms of their equivalence to a low density residential unit, a DUE factor is determined for each land use type and is based on the number of persons served. A summary of the DUE factors for each land use type is presented in the following table.

**Table 9-2: Fire Facilities Dwelling Unit Equivalents**

| Land Use               | Persons per Household/<br>Employees<br>per<br>1,000 SF | Resident-to-Employee<br>Ratio = 1.0 : 0.5 |               |
|------------------------|--|---|---------------|
|                        |  | Persons<br>Served                         | DUE<br>Factor |
| <hr/>                  |  |   |               |
| <i>Residential</i>     |  | <i>per Unit</i>                           |               |
| Low Density            | 2.85   | 2.85                                      | 1.00          |
| Medium Density         | 2.40   | 2.40                                      | 0.84          |
| High Density           | 2.00   | 2.00                                      | 0.70          |
| <i>Non-Residential</i> |  | <i>per 1,000 SF</i>                       |               |
| Retail (Minor & Major) | 2.50   | 1.25                                      | 0.44          |
| Office/Medical         | 4.00   | 2.00                                      | 0.70          |
| Industrial             | 1.33   | 0.67                                      | 0.23          |

## FEE METHODOLOGY

As discussed in this chapter, the City determined that it could serve future development through 2035 with existing Fire Stations 1, 3, and 4 and by relocating and expanding Fire Station 2. Consequently, the replacement value of existing fire stations and vehicles, plus the future Station #2 expansion construction costs, which are estimated to be \$16.5 million, are allocated to existing and future development based on the existing and future (i.e., through 2035) persons served within the City. A summary of the existing and future (i.e., through 2035) persons served, as well as the cost allocation, is presented in Table 9-3.

**Table 9-3: Fire Station Persons Served**

|                       | <b>Existing<br/>(2011)</b> | <b>Future<br/>(thru<br/>2035)</b> | <b>Total</b> |
|-----------------------|----------------------------|-----------------------------------|--------------|
| Total Persons Served  | 75,399                     | 17,153                            | 92,553       |
| % of Total            | 81%                        | 19%                               | 100%         |
| Total Cost Allocation | \$13,443,000               | \$3,058,000                       | \$16,501,000 |

Based on the number of persons served, existing development is allocated approximately 81% of fire facilities and vehicle costs and future development through 2035 is allocated the remaining 19%. The total cost attributable to future development for fire facilities and vehicles is \$3.1 million. This amount represents future development's fair share of all fire facilities in the City at 2035 and is the maximum amount that could be allocated to future development.

Since the maximum amount that could be allocated to future development (i.e., \$3.1 million) is more than the remaining unfunded facilities costs through 2035 (i.e., \$2.8 million), only the \$2.8 million cost should be incorporated in the calculation of the fire fee. The remaining unfunded facilities costs through 2035 include the outstanding amount borrowed from the water fund (\$1.2 million) to finance the construction of Fire Station 4 and the construction and financing costs for the expansion of Fire Station 2 (\$1.6 million).

In calculating the fire fees, the \$2.8 million cost is first allocated between future residential and non-residential development based on calls for service. Department records show that approximately 63% of the documented calls are attributable to residential development and the remaining 37% are attributable to non-residential development. These percentages were used to allocate the \$2.8 million cost between future residential and non-residential development. A persons served methodology was then applied to determine the fire fee for each land use class within residential and non-residential development.

## FEE SCHEDULE

A summary of the fire fees are presented in Table 9-4:

**Table 9-4: Fire Fees**

|                               |                            |
|-------------------------------|----------------------------|
| <b><u>Residential</u></b>     | <b><u>per Unit</u></b>     |
| Low Density                   | \$385                      |
| Medium Density                | \$324                      |
| High Density                  | \$270                      |
| <b><u>Non-Residential</u></b> | <b><u>per 1,000 SF</u></b> |
| Retail (Minor & Major)        | \$338                      |
| Office/Medical                | \$540                      |
| Industrial                    | \$180                      |

## NEXUS REQUIREMENTS

The fire fee meets the Mitigation Fee Act nexus requirements, as described in Table 9-5.

**Table 9-5: Fire Fee Nexus Requirements**

|  |   |
|--|---|
| Identify the purpose of the fee.   | To fund fire-related capital costs, including financing costs, attributable to the impact from new development.   |
| Identify the use of the fee.   | To fund the fire facilities identified in this IMFP.  |
| Determine how there is a reasonable relationship between the need for the public facility, the use of the fee, the amount of the fee and the type of development project on which the fee is imposed | New residential and non-residential development will generate additional residents and employees who will increase the demand for additional fire facilities and services. The fire fees are calculated so that fee revenue will equal the cost of the portion of the facilities attributable to new development through 2035.<br>Residential and non-residential development will be responsible for their fair-share portion of the total cost based on the DUE variables assigned to the individual land uses. |

## 10. PARKS

### BACKGROUND

The City maintains 278 acres of parks and dual use drainage basins; 184 acres of this total are parkland. The City's parks system includes twenty three developed parks that offer a variety of ball fields, picnic and play areas, and other amenities. Lodi Lake is the City's regional park, through which the Mokelumne River traverses, providing the City's residents with an assortment of outdoor activities.

### FACILITIES AND COSTS

The IMFP's parks consultant, Vallier Design Associates (VDA), reviewed existing park facilities to determine the type of parks and amenities that would supplement the City's existing park facilities. VDA, along with City staff, determined that improvements to DeBenedetti Park, Pixley Park, and Lodi Lake Park would be needed to serve future development. The proposed improvements for each park are as follows:

- DeBenedetti Park is a 49 acre master planned community park off of Century Boulevard that is being constructed in phases. The first 35-acre phase is complete, with the exception of lighting, leaving 14 acres to be constructed at a cost of \$11.1 million. Park improvements consist of soccer, baseball and softball fields, a football field, restrooms, a concessions building, picnic and play areas, parking, and a storm water basin.
- Pixley Park is a 27 acre park planned for multiple sports fields. The cost of the park construction is \$4.9 million. The park will include softball fields, picnic structures, restrooms, and a storm water basin.
- Lodi Lake Park is a 101 acre regional park on the northern edge of the City that will be expanded by 7 acres at a cost of \$3.1 million. The expansion will add a group picnic area including a kitchen, shade/picnic structures, restrooms, pathways, parking, and a bocce ball court.

A summary of the facilities, and corresponding costs, included in the IMFP is presented in Table 10-1.

**Table 10-1: Park Facilities Costs**

| <b>Project</b>                                    | <b>Fee Funded Cost</b> |
|---|------------------------|
| DeBenedetti Park                                  | \$11,135,000           |
| Pixley Park                                       | \$4,946,000            |
| Lodi Lake Park                                    | <u>\$3,102,000</u>     |
| <b>Total Cost Allocated to Future Development</b> | <b>\$19,183,000</b>    |



## LEVEL OF SERVICE STANDARD

The City's 2010 General Plan identifies a park service standard of 8.0 acres of parks and drainage basins per 1,000 residents. However, the IMFP will not fund all of the parks included in the 8.0 acre requirement. Neighborhood parks, which account for 2.5 acres out of the 8.0 acre standard, as well as most of the natural space, will be funded privately by future development. Therefore, development costs associated with the neighborhood parks and most of the open space are not included in the IMFP. Table 10-2 provides a breakdown of the City's General Plan standard for each type of park.

**Table 10-2: Park Service Standards**

| <b>Park Type</b>         | <b>General Plan Standard<br/>(Acres per 1,000 Residents)</b> |
|--------------------------|--|
| Neighborhood             | 2.50 acres   |
| Community                | 1.80 acres   |
| Regional                 | 0.80 acres   |
| Natural Open Space       | 2.10 acres   |
| <u>Special Use Areas</u> | <u>0.80 acres</u>  |
| <b>Total</b>             | <b>8.0 acres</b>   |

## DWELLING UNIT EQUIVALENTS

Park costs are allocated based on residents and employees since it is reasoned that residential and non-residential developments both benefit from these facilities. Consequently, a persons served figure is used to estimate future impacts to park facilities. The number of persons served is defined as the residential population plus approximately 0.12 of all employees. The relationship in terms of service demand required by residents and employees is estimated based on the potential amount of time that a resident or employee can utilize park facilities. For example, a resident can utilize park facilities an average of 12 hours per day seven days a week for a total of 84 hours and an employee can utilize park facilities an average of about two hours per day five days a week for a total of 10 hours per week. In other words, the employee has the potential to use the park approximately 0.12 of the time that a resident can ( $10 \div 84 = 0.12$ ).

A dwelling unit equivalent, based on the number of persons served, quantifies the impact from different land use types in terms of their equivalence to a low density residential unit. A low density residential unit is assigned a DUE factor of 1.0 and the DUE factor for each of the other land use categories is determined based on the persons served for each land use category relative to the persons served for a low density residential unit. A summary of the DUE factors for each land use type is presented in Table 10-3.

**Table 10-3: Parks Dwelling Unit Equivalents**

| Land Use               | Persons per Household/<br>Employees<br>Per 1,000 SF | Resident-to-Employee<br>Ratio = 1.0 : 0.12 |               |
|------------------------|---|--|---------------|
|                        |   | Persons<br>Served                          | DUE<br>Factor |
| <hr/>                  |   |  |               |
| <i>Residential</i>     |   | <i>per Unit</i>                            |               |
| Low Density            | 2.85  | 2.85                                       | 1.00          |
| Medium Density         | 2.40  | 2.40                                       | 0.84          |
| High Density           | 2.00  | 2.00                                       | 0.70          |
| <i>Non-Residential</i> |   | <i>per 1,000 SF</i>                        |               |
| Retail (Minor & Major) | 2.50  | 0.30                                       | 0.10          |
| Office/Medical         | 4.00  | 0.48                                       | 0.17          |
| Industrial             | 1.33  | 0.16                                       | 0.06          |

**FEE METHODOLOGY**

Future development in the City will create demand for park facilities. For purposes of the park component of the IMFP, demand is measured by applying the parks service standard identified in the General Plan to the future number of residents in the City. By allocating facilities costs to each land use category based on its potential demand for park facilities, this IMFP ensures that each land use category will fund its fair-share of the required facilities. Consequently, the total park cost of \$19.2 million is allocated to future development based on the number of persons served.

## FEE SCHEDULE

A summary of the park component of the IMFP is presented in Table 10-4.

**Table 10-4: Park Fees**

|                               |                            |
|-------------------------------|----------------------------|
| <b><u>Residential</u></b>     | <b><u>per Unit</u></b>     |
| Low Density                   | \$3,890                    |
| Medium Density                | \$3,276                    |
| High Density                  | \$2,730                    |
| <b><u>Non-Residential</u></b> | <b><u>per 1,000 SF</u></b> |
| Retail (Minor & Major)        | \$406                      |
| Office/Medical                | \$650                      |
| Industrial                    | \$217                      |

## NEXUS REQUIREMENTS

The park fee component meets the Mitigation Fee Act nexus requirements, as described in Table 10-5.

**Table 10-5: Park Fee Nexus Requirements**

|  |   |
|--|---|
| Identify the purpose of the fee.   | To fund park facilities attributable to new development.  |
| Identify the use of the fee.   | To fund the park facilities identified in this IMFP.  |
| Determine how there is a reasonable relationship between the need for the public facility, the use of the fee, the amount of the fee and the type of development project on which the fee is imposed | New residential and non-residential development will generate additional residents and employees who will increase the demand for additional park facilities. The park fees are calculated so that fee revenue will equal the cost of the facilities attributable to new development. Residential and non-residential development will be responsible for their fair-share portion of the total cost based on the DUE variables assigned to the individual land uses. |

## II. ELECTRIC UTILITY

### BACKGROUND

When Lodi incorporated in 1906, a privately owned company provided electricity to the City. However, operation of the power utility transferred to the City in 1910. As the City grows, demand for electricity from new residential and non-residential development will also grow creating a need for new and upgraded electrical facilities and equipment. The electric utility component of the IMFP will ensure that funding will be available for electric utility projects that will serve future development in the City.

### FACILITIES AND COSTS

Lodi Electric Utility Department (EUD) staff evaluated load growth associated with new development and determined that new facilities will be required to meet the additional demand for electricity. New facilities include the following:

1. Distribution Reinforcements – to change the operational configuration of the system by switching, upgrading and extending existing feeders
2. Feeder Additions – adding feeders to existing substations
3. Added Bank at Industrial – adding a transformer and feeder(s) at Industrial Substation
4. Reynolds Ranch Phase 1 Line Extension
5. East Side Overhead Phase 1 Line Extension
6. Future Underground North Line Extension

EUD has begun a Distribution Capacity Plan to enhance the capacity of the electrical distribution system by modifying and reinforcing the distribution system to meet projected loads. This is being done by using peak load data to determine which feeders have excess capacity and then moving the excess load to lightly loaded feeders. A summary of the facilities, and corresponding costs, included in the IMFP is presented in Table 11-1.

**Table 11-1: Electric Utility Costs**

| <b>Project</b>                                    | <b>Fee Funded Cost</b> |
|---|------------------------|
| Distribution Reinforcements                       | \$1,023,000            |
| Feeder Additions                                  | \$707,000              |
| Added Bank at Industrial                          | \$4,200,000            |
| Reynolds Ranch Phase 1 Line Extension             | \$557,000              |
| East Side Overhead Phase 1 Line Extension         | \$215,000              |
| <u>Future Underground North Line Extension</u>    | <u>\$390,000</u>       |
| <b>Total Cost Allocated to Future Development</b> | <b>\$7,092,000</b>     |

## DWELLING UNIT EQUIVALENTS

EUD facilities costs are allocated based on estimated demand for electricity from residential and non-residential land uses. Demand is measured in 1,000 volt-ampere (kVA) increments, and represents the average transformer load per residential unit and 1,000 square feet of non-residential building space.

A DUE, based on the average transformer load, is a factor that quantifies impacts from different land use types in terms of their equivalence to a low density residential unit. A low density residential unit is assigned a DUE factor of 1.0 and the DUE factor for each of the other land use categories is determined based on the average load factor (kVA) for each land use category relative to the kVA load generated by a low density residential unit. The DUE calculations are used to calculate the fee per kVA. The electric utility fee will be determined by actual panel size. A summary of the DUE factors for each land use type is presented in Table 11-2.

**Table 11-2: Electric Utility Dwelling Unit Equivalents**

| <b>Land Use</b>        | <b>Average<br/>Load<br/>Factor<br/>(kVA)</b> | <b>DUE<br/>Factor</b> |
|------------------------|--|-----------------------|
| <hr/>                  |  |                       |
| <i>Residential</i>     | <i>per Unit</i>                              |                       |
| Low Density            | 5.0  | 1.00                  |
| Medium Density         | 4.0  | 0.80                  |
| High Density           | 3.0  | 0.60                  |
| <i>Non-Residential</i> | <i>per 1,000 SF</i>                          |                       |
| Retail (Minor & Major) | 7.0  | 1.40                  |
| Office/Medical         | 7.0  | 1.40                  |
| Industrial             | 4.0  | 0.80                  |

## FEE METHODOLOGY

The total \$7.1 million electric utility cost is allocated to future development based on the demand for electricity from each land use category. Applying the DUE factors from the prior section to future development within the City through 2035 results in 8,582 DUEs. By dividing the \$7.1 million cost by the 8,582 DUEs, the cost per DUE is \$826.

Similar to water and wastewater fees that are based on meter size, the electric utility fee is based on the load capacity of the electric panel. Consequently, the electric fee for a residential unit that requires a 200 amp panel, which is the typical panel capacity for a home in Lodi, is \$826.

The fee for each panel load capacity is calculated in terms of its load capacity relative to the 200 amp panel. Accordingly, a 200 amp panel is assigned a DUE factor of 1.0 and a fee of \$826.

The DUE factor for each of the other panel sizes is determined based on the maximum load permitted for each panel type relative to the maximum load for a single phase 200 amp panel.

## FEE SCHEDULE

Electric utility fees will be determined based on the load capacity of the electric panel that is installed. A summary of the electric utility fees is presented in Table 11-3.

**Table 11-3: Electric Utility Fees**

|                                  | 208 Volts | 240 Volts | 480 Volts |
|----------------------------------|-----------|-----------|-----------|
| <b><u>Single Phase Panel</u></b> |           |           |           |
| 60 amps                          |           | \$248     | n/a       |
| 100 amps                         |           | \$413     | n/a       |
| 125 amps                         |           | \$516     | n/a       |
| 200 amps                         |           | \$826     | n/a       |
| 400 amps                         |           | \$1,652   | n/a       |
| 600 amps                         |           | \$2,478   | n/a       |
| <b><u>Three Phase Panel</u></b>  |           |           |           |
| 200 amps                         | \$1,178   | \$1,359   | \$2,718   |
| 400 amps                         | \$2,356   | \$2,718   | \$5,437   |
| 600 amps                         | \$3,534   | \$4,077   | \$8,155   |
| 800 amps                         | \$4,712   | \$5,437   | \$10,873  |
| 1000 amps                        | \$5,890   | n/a       | \$13,591  |
| 1200 amps                        | \$7,068   | n/a       | \$16,310  |
| 1600 amps                        | \$9,423   | n/a       | \$21,746  |
| 2000 amps                        | \$11,779  | n/a       | \$27,183  |
| 2500 amps                        | \$14,724  | n/a       | \$33,979  |
| 3000 amps                        | \$17,669  | n/a       | \$40,774  |

A single-phase 200 amp panel is typically required for a single family residential unit; therefore, the estimated electric utility fee for a single family unit is \$826. However, fees for all land uses will be determined based on actual panel size needed.

**NEXUS REQUIREMENTS**

The electric utility fee component meets the Mitigation Fee Act nexus requirements, as described in Table 11-4.

**Table 11-4: Electric Utility Fee Nexus Requirements**

|  |   |
|--|---|
| Identify the purpose of the fee.   | To fund electric utility facilities attributable to the impact of new development.  |
| Identify the use of the fee.   | To fund the electric utility facilities identified in this IMFP.  |
| Determine how there is a reasonable relationship between the need for the public facility, the use of the fee, the amount of the fee and the type of development project on which the fee is imposed | New residential and non-residential development will generate additional residents and employees who will increase the demand for electricity. Electric utility facilities will be needed to accommodate the additional demand for electricity. The electric utilities fees are calculated so that fee revenue will equal the cost of the facilities attributable to new development. Residential and non-residential development will be responsible for their fair-share portion of the total cost based on the load capacity of the electric panel that will be required to serve each development type. |

## 12. GENERAL CITY FACILITIES

### BACKGROUND

As new development occurs within the City, additional city facilities will be required to meet the service demands from future development. In 1991 when the City's original Development Impact Fee Study was adopted, the capital improvement plan for the general city facilities fee included a city hall addition, library expansion, land acquisition, vehicles and equipment, fee program monitoring costs, and the cost of updating the General Plan. The general city facilities capital improvement plan has been updated for the IMFP and is summarized below.

### FACILITIES AND COSTS

The general city facilities capital improvement plan for this IMFP includes: existing public safety building remodel; library expansion; and the costs of updates of the General Plan and the IMFP.

The public safety building remodel is estimated to cost \$1.0 million and the general plan update is estimated to cost \$2.0 million. However, only a portion of the total \$3.0 million cost is attributable to future development, as discussed in the Fee Methodology section of this chapter.

Additional library building space needed to serve future development out to 2035 is estimated to equal approximately 5,900 square feet based on a General Plan standard of 0.45 square feet per capita. The cost of the library space totals approximately \$2.4 million based on a construction cost of \$402 per square foot of building space.

The fee program update costs include \$550,000 for the current IMFP update and \$200,000 for future fee program updates. A summary of the facilities and the costs included in the IMFP is presented in Table 12-1.

**Table 12-1: General City Facilities Costs**

| <b>Project</b>   | <b>IMFP Fee<br/>Funded Cost</b> |
|--|---------------------------------|
| Public Safety Building Remodel & General Plan<br>(Future development's share only) | \$556,000                       |
| Library Expansion  | \$2,376,000                     |
| Current and Future Fee Program Updates   | <u>\$750,000</u>                |
| <b>Total Cost Allocated to Future Development</b>                                  | <b>\$3,682,000</b>              |



## LEVEL OF SERVICE STANDARD

City staff has reviewed the City's general city facility needs associated with future development through 2035 and has determined the facilities and items to incorporate in the IMFP. The IMFP provides funding for only future development's share of costs associated with the existing public safety building remodel and future General Plan updates. Furthermore, the IMFP includes the cost of library space that is required to serve only future development. Based on the City's General Plan standard of 0.45 square feet of library building space per resident and an estimated 13,128 future residents, approximately 5,900 square feet of new library space will be needed by 2035.

## DWELLING UNIT EQUIVALENTS

General city facility costs are allocated based on residents and employees since it is reasoned that residential and non-residential developments both benefit from these facilities. A persons served figure is used in the cost allocation calculation for general city facilities costs. The persons served factor is defined as the residential population plus 50% of employees.

A dwelling equivalent unit is based on the persons served and is a factor that quantifies different land use types in terms of their equivalence to a low density residential unit. A summary of the DUE factors for each land use type is presented in Table 12-2.

**Table 12-2: General City Facilities Dwelling Unit Equivalents**

| Land Use               | Persons per Household/<br>Employees<br>Per 1,000 SF | Resident-to-Employee<br>Ratio = 1.0 : 0.5 |                     |
|------------------------|---|---|---------------------|
|                        |   | Persons<br>Served                         | DUE<br>Factor       |
| <hr/>                  |   |   |                     |
| <i>Residential</i>     |   |   | <i>per Unit</i>     |
| Low Density            | 2.85  | 2.85                                      | 1.00                |
| Medium Density         | 2.40  | 2.40                                      | 0.84                |
| High Density           | 2.00  | 2.00                                      | 0.70                |
| <br>                   |   |   |                     |
| <i>Non-Residential</i> |   |   | <i>per 1,000 SF</i> |
| Retail (Minor & Major) | 2.50  | 1.25                                      | 0.44                |
| Office/Medical         | 4.00  | 2.00                                      | 0.70                |
| Industrial             | 1.33  | 0.67                                      | 0.23                |

## FEE METHODOLOGY

Because the public safety building remodel and General Plan will benefit both existing and future development, these costs are allocated to existing development and future development through 2035, based on the estimated total persons served for each development period. As discussed in previous sections, the number of persons served is equal the residential population plus 50% of the employee population. Based on this methodology, existing development is responsible for approximately 81% of the remodel and General Plan costs and must fund its share of the cost with revenues other than future development impact fees. Future development is responsible for the remaining 19% of the total cost, and therefore, this portion of the cost is included in the IMFP.

In addition to providing funding for future development's fair-share of the remodel and General Plan costs, the IMFP will provide full funding for the expansion of the library facilities as well as the cost of updating the IMFP. Since the library expansion and the IMFP updates will primarily benefit future development, the full cost of these items is included in the IMFP and allocated to future development only.

## FEE SCHEDULE

A summary of the general city facilities fees is presented in Table 12-3.

**Table 12-3: General City Facilities Fees**

| <b><u>Residential</u></b>         | <b><u>per Unit</u></b>         |
|-----------------------------------|--------------------------------|
| Low Density                       | \$617                          |
| Medium Density                    | \$519                          |
| High Density                      | \$433                          |
| <br><b><u>Non-Residential</u></b> | <br><b><u>per 1,000 SF</u></b> |
| Retail (Minor & Major)            | \$270                          |
| Office/Medical                    | \$433                          |
| Industrial                        | \$144                          |

**NEXUS REQUIREMENTS**

The general city facilities fee meets the Mitigation Fee Act nexus requirements, as described in Table 12-4.

**Table 12-4: General Facility Fee Nexus Requirements**

|  |   |
|--|---|
| Identify the purpose of the fee.   | To fund general city facilities costs, including remodeling of the existing public safety building, general plan, library expansion, and fee program updates, attributable to new development.  |
| Identify the use of the fee.   | To fund the general city facilities identified in this IMFP.  |
| Determine how there is a reasonable relationship between the need for the public facility, the use of the fee, the amount of the fee and the type of development project on which the fee is imposed | New residential and non-residential development will generate additional residents and employees who will increase the demand for the general city facilities included in the IMFP. The general city facilities fees are calculated so that fee revenue will equal the cost of the portion of the facilities attributable to new development. Residential and non-residential development will be responsible for their fair-share portion of the total cost based on the DUE variables assigned to the individual land uses. |

## 13. ART IN PUBLIC PLACES

### BACKGROUND

The City adopted a Public Art Policy in 2001 that established a public art requirement for public projects. The policy requires the public art fund to pay for art in public places. The art in public places fee of the IMFP establishes a public art funding standard based on the estimated value of the existing public art in the City.

### FACILITIES AND COSTS

Public art pieces are located throughout the City, from the Veterans Memorial Plaza near City Hall to murals scattered throughout the City's downtown area. In all, approximately 30 public art pieces are located throughout the City. The estimated value for all 30 public art pieces totals approximately \$2.1 million. Table 13-1 identifies the City's art in public places.

**Table 13-1: Existing Art in Public Places**

| <u>Existing Art</u>                    | <u>Estimated<br/>Replacement<br/>Cost</u> |
|--|---|
| 1. Water Tower                         | \$52,456                                  |
| 2. Better Days Pergola                 | \$86,000                                  |
| 3. Grape Wall of Lodi                  | \$40,000                                  |
| 4. Japantown Murals                    | \$29,000                                  |
| 5. PALS Mural                          | \$57,015                                  |
| 6. Sacramento Street Mural             | \$46,000                                  |
| 7. Celebrate Harvest bronze sculpture  | \$153,000                                 |
| 8. Cranes                              | \$30,000                                  |
| 9. Bus Stop                            | \$15,000                                  |
| 10. Sculpture Exhibit (rentals)        | \$30,000                                  |
| 11. Art Purchase - Transit Clock Tower | \$5,000                                   |
| 12. Mosaics                            | \$2,500                                   |
| 13. Van Buskirk Park                   | \$4,678                                   |
| 14. Veterans Memorial Plaza            | \$450,000                                 |
| 15. Lodi Avenue Gateway                | \$135,000                                 |
| 16. Water Shed Mural                   | \$20,000                                  |
| 17. Segale Murals                      | \$75,000                                  |
| 18. Recognition Plaques                | \$3,165                                   |
| 19. Wall Dog Murals (10)               | \$100,000                                 |
| 20. School Street Gateway Arch         | \$780,000                                 |
| <b>Total</b>                           | <b>\$2,113,814</b>                        |

## **LEVEL OF SERVICE STANDARD**

The City's estimated cost of existing public art pieces totals approximately \$2.1 million. This cost translates into a service standard of approximately \$28 per person served in the City. Applying the \$28 per person served funding standard to 17,021 persons served through 2035 will produce an estimated \$477,000 by 2035 to fund additional public art in the City. At this time, the City has not identified specific art pieces for future purchase; however, these will be determined as fee revenue becomes available.

## **DWELLING UNIT EQUIVALENTS**

Public art costs are allocated based on residents and employees since it is reasoned that residential and non-residential developments benefit from art in public places. A persons served figure is used to estimate future impacts related to art in public places. The persons served factor is defined as the residential population plus 50% of employees. The exact relationship, in terms of benefit received from the art pieces, between residents and employees is difficult to measure. However, if benefit is estimated based on the potential to view and enjoy public art, then it is generally understood that a resident has much more time to view and enjoy public art than an employee. For residential land uses, the persons served equals the persons per household factor; for non-residential land uses, the persons served is equal to 50% of the number of employees per 1,000 square feet of building space.

A DUE based on persons served quantifies the impact of different land use types in terms of their equivalence to a low density residential unit. A low density residential unit is assigned a DUE factor of 1.0 and the DUE factor for each of the other land use categories is determined based on the number of persons served for each land use category relative to the number of persons served for a low density residential unit. A summary of the DUE factors for each land use type is presented in Table 13-2.

**Table 13-2: Art in Public Places Dwelling Unit Equivalents**

| Land Use               | Persons per Household/<br>Employees<br>Per 1,000 sf | Resident-to-Employee<br>Ratio = 1.0 : 0.5 |               |
|------------------------|---|---|---------------|
|                        |   | Persons<br>Served                         | DUE<br>Factor |
| <hr/>                  |   |   |               |
| <i>Residential</i>     |   | <i>per Unit</i>                           |               |
| Low Density            | 2.85  | 2.85                                      | 1.00          |
| Medium Density         | 2.40  | 2.40                                      | 0.84          |
| High Density           | 2.00  | 2.00                                      | 0.70          |
| <i>Non-Residential</i> |   | <i>per 1,000 SF</i>                       |               |
| Retail (Minor & Major) | 2.50  | 1.25                                      | 0.44          |
| Office/Medical         | 4.00  | 2.00                                      | 0.70          |
| Industrial             | 1.33  | 0.67                                      | 0.23          |

**FEE METHODOLOGY**

The art in public places fee uses a standard-based fee methodology, which applies a consistent facility service level standard (\$28 per person served) to future development regardless of the amount of projected development. Residential fees are calculated by multiplying the cost per person served by the person per household factor for each type of residential unit. For example, a Low Density Unit is assumed to have an average of 2.85 persons per household; therefore, the resulting Art in Public Places fee equals \$80 (\$28 x 2.85).

**FEE SCHEDULE**

A summary of the art in public places fee is presented in Table 13-3.

**Table 13-3: Art in Public Places Fee**

|                               |  |                     |
|-------------------------------|--|---------------------|
| <i><b>Residential</b></i>     |  | <i>per Unit</i>     |
| Low Density                   |  | \$80                |
| Medium Density                |  | \$67                |
| High Density                  |  | \$56                |
| <i><b>Non-Residential</b></i> |  | <i>per 1,000 SF</i> |
| Retail (Minor & Major)        |  | \$35                |
| Office/Medical                |  | \$56                |
| Industrial                    |  | \$19                |

**NEXUS REQUIREMENTS**

The art in public places fee component meets the Mitigation Fee Act nexus requirements, as described in the Table 13-4.

**Table 13-4: Art in Public Places Nexus Requirements**

|  |  |
|--|--|
| Identify the purpose of the fee.   | To fund public art.  |
| Identify the use of the fee.   | To fund the art in public places that will serve future development.   |
| Determine how there is a reasonable relationship between the need for the public facility, the use of the fee, the amount of the fee and the type of development project on which the fee is imposed | New residential and non-residential development will generate additional residents and employees who will increase the demand for art in the City. The art in public places fees are calculated so that fee revenue will equal the cost of acquiring new art to serve new development. Residential and non-residential development will be responsible for their fair-share portion of the total cost based on the DUE variables assigned to the individual land uses. |

## 14. IMPLEMENTATION AND ADMINISTRATION

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### **IMPLEMENTATION**

According to the California Government Code, prior to levying a new fee or increasing an existing fee, an agency must hold at least one open and public meeting. At least ten days prior to this meeting, the agency must make data on infrastructure costs and funding sources available to the public. Notice of the time and place of the meeting and a general explanation of the matter are to be published in accordance with Section 6062a of the Government Code, which states that publication of notice shall occur for ten days in a newspaper regularly published once a week or more. The City may then adopt the new fees at the second reading. The new or increased fees shall be effective no earlier than 60 days following the final action on the adoption or increase of the fees.

### **FEE ADJUSTMENTS**

The fees may be adjusted in future years to reflect revised facility standards, receipt of funding from alternative sources (i.e., state or federal grants), revised facilities or costs, or changes in demographics or the land use plan. In addition to such adjustments, the fees will be inflated each year by the Engineering News Record 20-city average construction cost index.

The fee categories summarized in this IMFP report may not be applicable to specialized development projects in the City. For example, development of a cemetery, golf course, or stadium would not fall under any of the fee categories in this study. For specialized development projects, the City will review the impacts and decide on an applicable ad hoc fee.

### **FEE PROGRAM ADMINISTRATIVE REQUIREMENTS**

The Government Code requires the City to report every year and every fifth year certain financial information regarding the fees. The City must make available within 180 days after the last day of each fiscal year the following information from the prior fiscal year:

1. A brief description of the type of fee in the account or fund
2. The amount of the fee
3. The beginning and ending balance in the account or fund
4. The amount of the fee collected and the interest earned
5. An identification of each public improvement for which fees were expended and the amount of expenditures
6. An identification of an approximate date by which time construction on the improvement will commence if it is determined that sufficient funds exist to complete the project
7. A description of each interfund transfer or loan made from the account and when it will be repaid
8. Identification of any refunds made once it is determined that sufficient monies have been collected to fund all fee related projects



The City must make this information available for public review and must also present it at the next regularly scheduled public meeting not less than 15 days after this information is made available to the public.

For the fifth fiscal year following the first deposit into the account or fund, and every five years thereafter, the City must make the following findings with respect to any remaining funds in the fee account, regardless of whether those funds are committed or uncommitted:

1. Identify the purpose to which the fee is to be put
2. Demonstrate a reasonable relationship between the fee and the purpose for which it is charged
3. Identify all sources and amounts of funding anticipated to complete financing any incomplete improvements
4. Designate the approximate dates on which funding in item (3) above is expected to be deposited into the fee account

As with the annual disclosure, the five year report must be made public within 180 days after the end of the City's fiscal year and must be reviewed at the next regularly scheduled public meeting. The City must make these findings; otherwise, the law requires that the City refund the money on a prorated basis to the then current record owners of the development project.

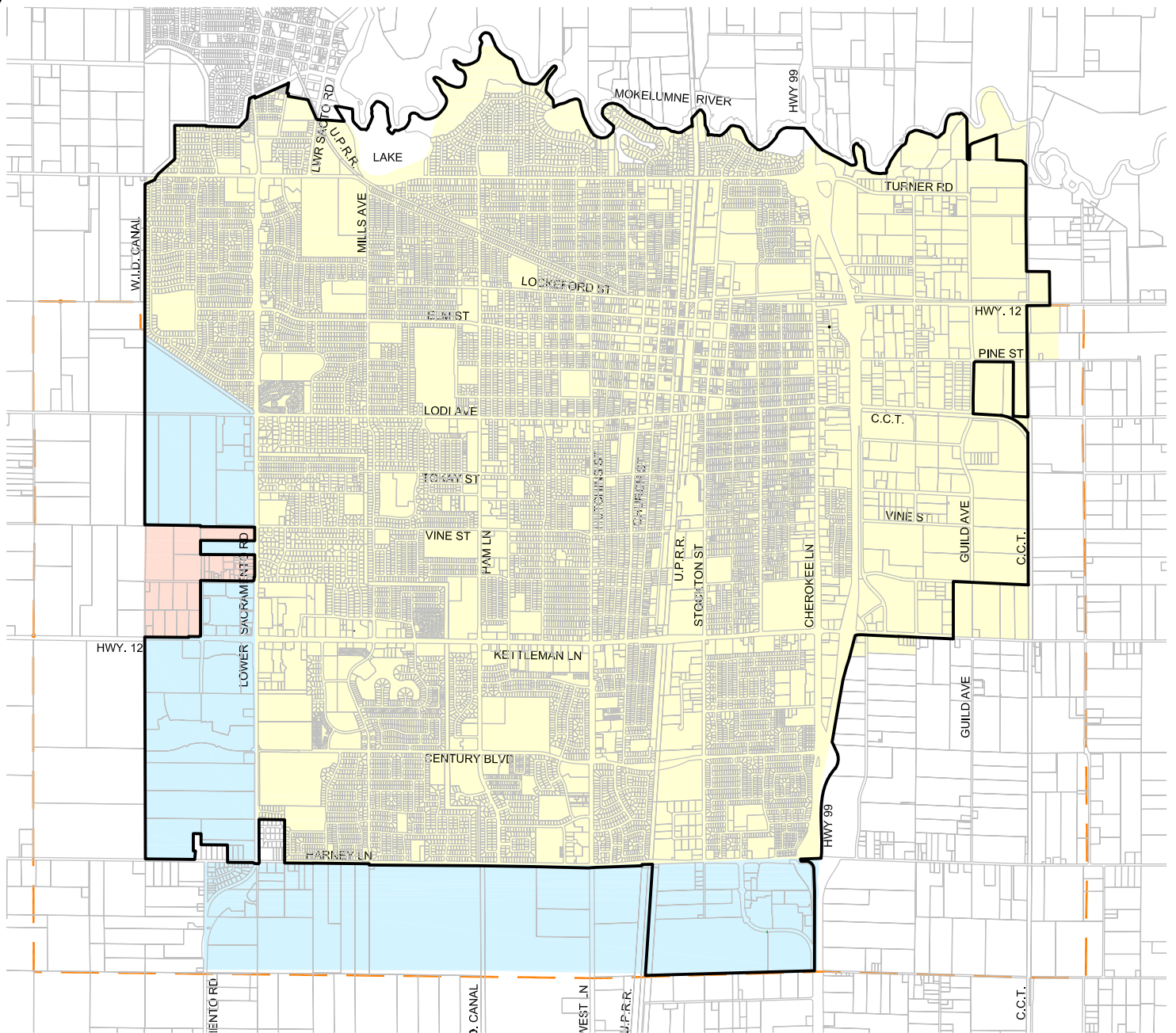
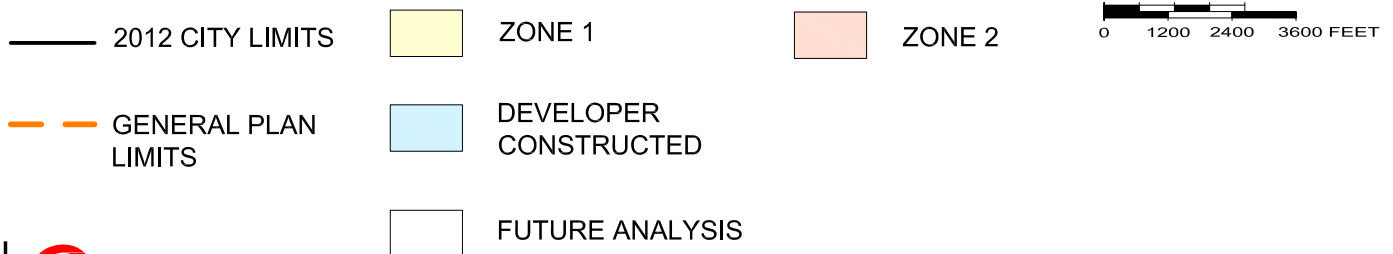


Figure 6-1  
STORM DRAINAGE  
FEE ZONES  
LEGEND



## Development Impact Mitigation Program Schedule of Reduced Fees <sup>1</sup>

| Land Use Category  | Total Fee<br>per Unit | Streets<br>Fee/Unit | Police<br>Fee/Unit | Fire<br>Fee/Unit | Parks &<br>Recreation<br>Fee/Unit | General City<br>Fee/Unit | Art In Public<br>Places<br>Fee/Unit |
|--------------------|-----------------------|---------------------|--------------------|------------------|-----------------------------------|--------------------------|-------------------------------------|
| <b>Residential</b> |                       |                     |                    |                  |                                   |                          |                                     |
| Low Density        | \$5,940 <sup>2</sup>  | \$289               | \$307              | \$157            | \$1,584                           | \$251                    | \$33                                |
| Medium Density     | \$5,439 <sup>2</sup>  | \$157               | \$258              | \$132            | \$1,334                           | \$211                    | \$27                                |
| High Density       | \$1,792 <sup>3</sup>  | \$157               | \$215              | \$110            | \$1,111                           | \$176                    | \$23                                |

| Land Use Category | Total Fee<br>per 1000 Bldg SF | Streets<br>Fee/1000 Bldg<br>SF | Police<br>Fee/1000 Bldg<br>SF | Fire<br>Fee/1000 Bldg<br>SF | Parks &<br>Recreation<br>Fee/1000 Bldg<br>SF | General City<br>Fee/1000 Bldg<br>SF | Art In Public<br>Places<br>Fee/1000 Bldg<br>SF |
|-------------------|-------------------------------|--------------------------------|-------------------------------|-----------------------------|--|-------------------------------------|--|
| <b>Commercial</b> |                               |                                |                               |                             |  |                                     |  |
| Retail            | \$2,578 <sup>3</sup>          | \$1,199                        | \$330                         | \$338                       | \$406  | \$270                               | \$35   |
| Office            | \$3,079 <sup>3</sup>          | \$872                          | \$528                         | \$540                       | \$650  | \$433                               | \$56   |
| <b>Industrial</b> |                               |                                |                               |                             |  |                                     |  |
|                   | \$1,179 <sup>3</sup>          | \$443                          | \$176                         | \$180                       | \$217  | \$144                               | \$19   |

| Water/Wastewater Capacity Fees |           |           |                              |           |           |  |
|--------------------------------|-----------|-----------|------------------------------|-----------|-----------|--|
| Residential<br>Fee/Meter       |           |           | Non-Residential<br>Fee/Meter |           |           |  |
| Meter Size                     | Water Fee | Sewer Fee | Meter Size                   | Water Fee | Sewer Fee |  |
| 5/8"                           | \$846     | \$1,152   | 5/8"                         | \$2,079   | \$2,831   |  |
| 3/4"                           | \$1,263   | \$1,720   | 3/4"                         | \$3,103   | \$4,225   |  |
| 1"                             | \$2,109   | \$2,873   | 1"                           | \$5,181   | \$7,056   |  |
| 1 1/2"                         | \$4,206   | \$5,728   | 1 1/2"                       | \$10,332  | \$14,070  |  |
| 2"                             | \$6,732   | \$9,168   | 2"                           | \$16,537  | \$22,521  |  |
| 3"                             | \$12,631  | \$17,201  | 3"                           | \$31,026  | \$42,253  |  |
| 4"                             | \$21,056  | \$28,674  | 4"                           | \$51,721  | \$70,435  |  |
| 6"                             | \$42,099  | \$57,331  | 6"                           | \$103,411 | \$140,828 |  |
| 8"                             | \$67,360  | \$91,733  | 8"                           | \$165,464 | \$225,333 |  |
| 10"                            | \$96,841  | \$131,880 | 10"                          | \$237,880 | \$323,951 |  |

1. Fees effective until December 31, 2019. Fees not subject to annual inflationary increases.

2. Includes 3/4" meter for water, 3/4" meter for wastewater and 200 amp electrical fees. Excludes storm drainage fees.

3. Water Capacity Fee, Wastewater Capacity Fee, Electrical Fee and Storm Drainage Fees not standardized. Fees will be adjusted based on information provided by Developer.

| Electrical Fees              |           |           |           |                              |           |           |           |
|------------------------------|-----------|-----------|-----------|------------------------------|-----------|-----------|-----------|
| Residential<br>Fee/Panel     |           |           |           | Non-Residential<br>Fee/Panel |           |           |           |
| Panel Size                   | 208 Volts | 240 Volts | 480 Volts | Panel Size                   | 208 Volts | 240 Volts | 480 Volts |
| Single Phase Panel<br>(Amps) |           |           |           | Single Phase Panel<br>(Amps) |           |           |           |
| 60                           | n/a       | \$101     | n/a       | 60                           | n/a       | \$248     | n/a       |
| 100                          | n/a       | \$168     | n/a       | 100                          | n/a       | \$413     | n/a       |
| 125                          | n/a       | \$210     | n/a       | 125                          | n/a       | \$516     | n/a       |
| 200                          | n/a       | \$336     | n/a       | 200                          | n/a       | \$826     | n/a       |
| 400                          | n/a       | \$673     | n/a       | 400                          | n/a       | \$1,652   | n/a       |
| 600                          | n/a       | \$1,009   | n/a       | 600                          | n/a       | \$2,478   | n/a       |

| Panel Size                  | 208 Volts | 240 Volts | 480 Volts |
|-----------------------------|-----------|-----------|-----------|
| Three Phase Panel<br>(Amps) |           |           |           |
| 200                         | \$1,178   | \$1,359   | \$2,718   |
| 400                         | \$2,356   | \$2,718   | \$5,437   |
| 600                         | \$3,534   | \$4,077   | \$8,155   |
| 800                         | \$4,712   | \$5,437   | \$10,873  |
| 1,000                       | \$5,890   | n/a       | \$13,591  |
| 1,200                       | \$7,068   | n/a       | \$16,310  |
| 1,600                       | \$9,423   | n/a       | \$21,746  |
| 2,000                       | \$11,779  | n/a       | \$27,183  |
| 2,500                       | \$14,724  | n/a       | \$33,979  |
| 3,000                       | \$17,669  | n/a       | \$40,774  |

| Storm Drainage Fees |               |               |
|---------------------|---------------|---------------|
| Land Use Category   | Zone 1        | Zone 2        |
| Residential         | Cost per Unit | Cost per Unit |
| Low Density         | \$567         | \$1,725       |
| Medium Density      | \$284         | \$862         |
| High Density        | \$228         | \$693         |
| Commercial          | Cost per Acre | Cost per Acre |
| Retail              | \$14,640      | \$44,485      |
| Office              | \$14,640      | \$44,485      |
| Industrial          | Cost per Acre | Cost per Acre |
|                     | \$15,686      | \$31,775      |
| Institutional       |               | Cost per Acre |
|                     |               | \$31,775      |

| South Wastewater Trunk Line Fees |                   |
|----------------------------------|-------------------|
| Land Use Category                |                   |
| Residential                      | Cost per Unit     |
| Low Density                      | \$481             |
| Medium Density                   | \$405             |
| High Density                     | \$337             |
| Commercial                       | Cost per 1,000 SF |
| Retail                           | \$446             |
| Office                           | n/a               |
| Industrial                       | Cost per 1,000 SF |
|                                  | n/a               |

## Development Impact Mitigation Fees

| Land Use Category  | Total Fee<br>per Unit | Streets<br>Fee/Unit | Police<br>Fee/Unit | Fire<br>Fee/Unit | Parks &<br>Recreation<br>Fee/Unit | General City<br>Fee/Unit | Art In Public<br>Places<br>Fee/Unit |
|--------------------|-----------------------|---------------------|--------------------|------------------|-----------------------------------|--------------------------|-------------------------------------|
| <b>Residential</b> |                       |                     |                    |                  |                                   |                          |                                     |
| Low Density        | \$14,590 <sup>1</sup> | \$711               | \$753              | \$385            | \$3,890                           | \$617                    | \$80                                |
| Medium Density     | \$13,360 <sup>1</sup> | \$386               | \$634              | \$324            | \$3,276                           | \$519                    | \$67                                |
| High Density       | \$4,403 <sup>2</sup>  | \$386               | \$528              | \$270            | \$2,730                           | \$433                    | \$56                                |

| Land Use Category | Total Fee<br>per 1000 Bldg<br>SF | Streets<br>Fee/1000 Bldg<br>SF | Police<br>Fee/1000 Bldg<br>SF | Fire<br>Fee/1000 Bldg<br>SF | Parks &<br>Recreation<br>Fee/1000 Bldg<br>SF | General City<br>Fee/1000 Bldg<br>SF | Art In Public<br>Places<br>Fee/1000 Bldg<br>SF |
|-------------------|----------------------------------|--------------------------------|-------------------------------|-----------------------------|--|-------------------------------------|--|
| <b>Commercial</b> |                                  |                                |                               |                             |  |                                     |  |
| Retail            | \$2,578 <sup>2</sup>             | \$1,199                        | \$330                         | \$338                       | \$406  | \$270                               | \$35   |
| Office            | \$3,079 <sup>2</sup>             | \$872                          | \$528                         | \$540                       | \$650  | \$433                               | \$56   |
| <b>Industrial</b> | \$1,179 <sup>2</sup>             | \$443                          | \$176                         | \$180                       | \$217  | \$144                               | \$19   |

| Water/Wastewater Capacity Fees |           |           |  |  |  |  |
|--------------------------------|-----------|-----------|--|--|--|--|
| Residential<br>Fee/Meter       |           |           |  |  |  |  |
| Meter Size                     | Water Fee | Sewer Fee |  |  |  |  |
| 5/8"                           | \$2,079   | \$2,831   |  |  |  |  |
| 3/4"                           | \$3,103   | \$4,225   |  |  |  |  |
| 1"                             | \$5,181   | \$7,056   |  |  |  |  |
| 1 1/2"                         | \$10,332  | \$14,070  |  |  |  |  |
| 2"                             | \$16,537  | \$22,521  |  |  |  |  |
| 3"                             | \$31,026  | \$42,253  |  |  |  |  |
| 4"                             | \$51,721  | \$70,435  |  |  |  |  |
| 6"                             | \$103,411 | \$140,828 |  |  |  |  |
| 8"                             | \$165,464 | \$225,333 |  |  |  |  |
| 10"                            | \$237,880 | \$323,951 |  |  |  |  |

| Non-Residential<br>Fee/Meter |           |           |  |  |  |  |
|------------------------------|-----------|-----------|--|--|--|--|
| Meter Size                   | Water Fee | Sewer Fee |  |  |  |  |
| 5/8"                         | \$2,079   | \$2,831   |  |  |  |  |
| 3/4"                         | \$3,103   | \$4,225   |  |  |  |  |
| 1"                           | \$5,181   | \$7,056   |  |  |  |  |
| 1 1/2"                       | \$10,332  | \$14,070  |  |  |  |  |
| 2"                           | \$16,537  | \$22,521  |  |  |  |  |
| 3"                           | \$31,026  | \$42,253  |  |  |  |  |
| 4"                           | \$51,721  | \$70,435  |  |  |  |  |
| 6"                           | \$103,411 | \$140,828 |  |  |  |  |
| 8"                           | \$165,464 | \$225,333 |  |  |  |  |
| 10"                          | \$237,880 | \$323,951 |  |  |  |  |

1. Includes 3/4" meter for water, 3/4" meter for wastewater and 200 amp electrical fees. Excludes storm drainage fees.

2. Water Capacity Fee, Wastewater Capacity Fee, Electrical Fee and Storm Drainage Fees not standardized. Fees will be adjusted based on information provided by Developer.

| Electrical Fees              |           |           |           |
|------------------------------|-----------|-----------|-----------|
| Fee/Panel                    |           |           |           |
| Panel Size                   | 208 Volts | 240 Volts | 480 Volts |
| Single Phase Panel<br>(Amps) |           |           |           |
| 60                           | n/a       | \$248     | n/a       |
| 100                          | n/a       | \$413     | n/a       |
| 125                          | n/a       | \$516     | n/a       |
| 200                          | n/a       | \$826     | n/a       |
| 400                          | n/a       | \$1,652   | n/a       |
| 600                          | n/a       | \$2,478   | n/a       |

| Panel Size                  | 208 Volts | 240 Volts | 480 Volts |
|-----------------------------|-----------|-----------|-----------|
| Three Phase Panel<br>(Amps) |           |           |           |
| 200                         | \$1,178   | \$1,359   | \$2,718   |
| 400                         | \$2,356   | \$2,718   | \$5,437   |
| 600                         | \$3,534   | \$4,077   | \$8,155   |
| 800                         | \$4,712   | \$5,437   | \$10,873  |
| 1,000                       | \$5,890   | n/a       | \$13,591  |
| 1,200                       | \$7,068   | n/a       | \$16,310  |
| 1,600                       | \$9,423   | n/a       | \$21,746  |
| 2,000                       | \$11,779  | n/a       | \$27,183  |
| 2,500                       | \$14,724  | n/a       | \$33,979  |
| 3,000                       | \$17,669  | n/a       | \$40,774  |

| Storm Drainage Fees |               |               |
|---------------------|---------------|---------------|
| Land Use Category   | Zone 1        | Zone 2        |
| <b>Residential</b>  | Cost per Unit | Cost per Unit |
| Low Density         | \$1,394       | \$4,237       |
| Medium Density      | \$697         | \$2,118       |
| High Density        | \$561         | \$1,703       |
| <b>Commercial</b>   | Cost per Acre | Cost per Acre |
| Retail              | \$14,640      | \$44,485      |
| Office              | \$14,640      | \$44,485      |
| <b>Industrial</b>   | Cost per Acre | Cost per Acre |
|                     | \$15,686      | \$47,663      |

| South Wastewater Trunk Line Fees |                   |
|----------------------------------|-------------------|
| Land Use Category                |                   |
| <b>Residential</b>               | Cost per Unit     |
| Low Density                      | \$1,181           |
| Medium Density                   | \$994             |
| High Density                     | \$829             |
| <b>Commercial</b>                | Cost per 1,000 SF |
| Retail                           | \$1,096           |
| Office                           | n/a               |
| <b>Industrial</b>                | Cost per 1,000 SF |
|                                  | n/a               |

RESOLUTION NO. 2012-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
CERTIFYING THE NEGATIVE DECLARATION AS  
ADEQUATE ENVIRONMENTAL DOCUMENTATION  
FOR MASTER PLANS FOR WATER, WASTEWATER,  
STORM DRAINAGE AND BICYCLE; STATE  
CLEARINGHOUSE NO. 2012062045

=====

WHEREAS, the City Council of the City of Lodi has heretofore held a duly noticed public hearing, as required by law, on the master plans for water, wastewater, storm drainage and bicycle, in accordance with the Government Code; and

WHEREAS, the project proponent is City of Lodi, Public Works Department, 221 West Pine Street, Lodi, CA, 95240; and

WHEREAS, an Initial Study/ Negative Declaration (State Clearinghouse No. 2012062045) was prepared in compliance with the California Environmental Quality Act of 1970, as amended, and the Guidelines provided thereunder. The Community Development Department has determined that all environmental impacts that result from this project consisting of the four infrastructure master plans has been "less than significant" or "no impact" for all four master plans.

WHEREAS, the Notice of Availability (NOA) of the Draft Initial Study/ Negative Declaration was prepared and distributed to reviewing agencies on Wednesday, June 13, 2012; and

WHEREAS, the required 30-day review period for this project commenced on Thursday, June 14, 2012, and ended on Friday, July 13, 2012; and

WHEREAS, City received two written comments during the public review period and the comments were responded to and incorporated into the Final Mitigated Negative Declaration; and

WHEREAS, staff recommends that the City Council approve the filing of a Mitigated Negative Declaration by the Community Development Director as adequate environmental documentation for the project; and

WHEREAS, all legal prerequisites to the approval of this request have occurred.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council has reviewed all documentation and hereby certifies the Negative Declaration as adequate environmental documentation for the master plans for water, wastewater, storm drainage and bicycle (State Clearinghouse No. 2012062045).

Dated: August 15, 2012

=====

I hereby certify that Resolution No. 2012-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 15, 2012, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL  
City Clerk

2012-\_\_\_\_\_



RESOLUTION NO. 2012-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING  
MASTER PLANS FOR WATER, WASTEWATER, STORM DRAINAGE  
AND BICYCLE; APPROVING IMPACT MITIGATION FEE PROGRAM  
REPORT AND SCHEDULE OF FEES; AND APPROVING IMPACT  
MITIGATION FEE PROGRAM SCHEDULE OF REDUCED FEES

=====

WHEREAS, in 1991, City Council approved the Impact Mitigation Fee Program (IMFP) that established impact fees in the categories of water, wastewater, storm drainage, streets, police, fire, parks, and general City facilities. An electric utility impact fee was established in 2007. With the 2010 adoption of the new General Plan for the City, it is the proper time to perform an overhaul of the IMFP; and

WHEREAS, master plans for water, wastewater, storm drainage and bicycle infrastructure have been prepared in conjunction with the IMFP and an initial study/mitigated negative declaration for the master plans has been prepared and distributed for public comments by the Community Development Department; and

WHEREAS, the IMFP Report presents details regarding the assumptions, methodologies, facilities standards, projects, costs and cost allocation factors used to establish the nexus between the fees and the development upon which the fees will be levied. The Technical Appendix to the report includes the detailed project descriptions, cost estimates, cost allocation factors and fee calculations; and

WHEREAS, the IMFP Report has been distributed to representatives of the building community and others that expressed interest in the project, and a copy was made available to the public at the Public Works Department and on the City's website; and

WHEREAS, a public hearing was held to receive public comment on the master plans, the IMFP Report and Schedule of Fees and the IMFP Schedule of Reduced Fees.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the master plans for water, wastewater, storm drainage and bicycle; and

BE IT FURTHER RESOLVED that the City Council does hereby approve the Impact Mitigation Fee Program Report and Schedule of Fees, attached hereto as Exhibit A; and

BE IT FURTHER RESOLVED that the City Council does hereby approve the Impact Mitigation Fee Program Schedule of Reduced Fees, attached hereto as Exhibit B.

Dated: August 15, 2012

=====

I hereby certify that Resolution No. 2012-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 15, 2012, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL  
City Clerk

2012-\_\_\_\_\_

# Exhibit A

## Impact Mitigation Fee Program

### Schedule of Fees

**Table A-1: Water and Wastewater Fees**

| <b>Meter Size</b> | <b>Water</b> | <b>Wastewater</b> |
|-------------------|--------------|-------------------|
| 5/8-inch meter    | \$2,079      | \$2,831           |
| 3/4-inch meter    | \$3,103      | \$4,225           |
| 1-inch meter      | \$5,181      | \$7,056           |
| 1 1/2-inch meter  | \$10,332     | \$14,070          |
| 2-inch meter      | \$16,537     | \$22,521          |
| 3-inch meter      | \$31,026     | \$42,253          |
| 4-inch meter      | \$51,721     | \$70,435          |
| 6-inch meter      | \$103,411    | \$140,828         |
| 8-inch meter      | \$165,464    | \$225,333         |
| 10-inch meter     | \$237,880    | \$323,951         |

**Table A-2: Transportation, Police, Fire, General City Facilities, Park and Art in Public Places Fees**

| <b>Fee Component</b>    | <b>RESIDENTIAL LAND USES</b> |                       |                     | <b>NON-RESIDENTIAL LAND USES</b> |                            |                   |
|-------------------------|------------------------------|-----------------------|---------------------|----------------------------------|----------------------------|-------------------|
|                         | <b>Low Density</b>           | <b>Medium Density</b> | <b>High Density</b> | <b>Retail</b>                    | <b>Office/<br/>Medical</b> | <b>Industrial</b> |
|                         | (per Unit)                   | (per Unit)            | (per Unit)          | (per 1,000 SF)                   | (per 1,000 SF)             | (per 1,000 SF)    |
| Transportation          | \$711                        | \$386                 | \$386               | \$1,199                          | \$872                      | \$443             |
| Police                  | \$753                        | \$634                 | \$528               | \$330                            | \$528                      | \$176             |
| Fire                    | \$385                        | \$324                 | \$270               | \$338                            | \$540                      | \$180             |
| Park                    | \$3,890                      | \$3,276               | \$2,730             | \$406                            | \$650                      | \$217             |
| General City Facilities | \$617                        | \$519                 | \$433               | \$270                            | \$433                      | \$144             |
| Art in Public Places    | \$80                         | \$67                  | \$56                | \$35                             | \$56                       | \$19              |

**Table A-3: Residential Electric Utility Fees**

|                                  | <b>240<br/>Volts</b> |
|----------------------------------|----------------------|
| <b><u>Single Phase Panel</u></b> |                      |
| 60 amps                          | \$248                |
| 100 amps                         | \$413                |
| 125 amps                         | \$516                |
| 200 amps                         | \$826                |
| 400 amps                         | \$1,652              |
| 600 amps                         | \$2,478              |

**Table A-4: Non-Residential Electric Utility Fees**

|                                  | <b>208<br/>Volts</b> | <b>240<br/>Volts</b> | <b>480<br/>Volts</b> |
|----------------------------------|----------------------|----------------------|----------------------|
| <b><u>Single Phase Panel</u></b> |                      |                      |                      |
| 60 amps                          | n/a                  | \$248                | n/a                  |
| 100 amps                         | n/a                  | \$413                | n/a                  |
| 125 amps                         | n/a                  | \$516                | n/a                  |
| 200 amps                         | n/a                  | \$826                | n/a                  |
| 400 amps                         | n/a                  | \$1,652              | n/a                  |
| 600 amps                         | n/a                  | \$2,478              | n/a                  |
| <b><u>Three Phase Panel</u></b>  |                      |                      |                      |
| 200 amps                         | \$1,178              | \$1,359              | \$2,718              |
| 400 amps                         | \$2,356              | \$2,718              | \$5,437              |
| 600 amps                         | \$3,534              | \$4,077              | \$8,155              |
| 800 amps                         | \$4,712              | \$5,437              | \$10,873             |
| 1000 amps                        | \$5,890              | n/a                  | \$13,591             |
| 1200 amps                        | \$7,068              | n/a                  | \$16,310             |
| 1600 amps                        | \$9,423              | n/a                  | \$21,746             |
| 2000 amps                        | \$11,779             | n/a                  | \$27,183             |
| 2500 amps                        | \$14,724             | n/a                  | \$33,979             |
| 3000 amps                        | \$17,669             | n/a                  | \$40,774             |

**Table A-5: Storm Drainage Fees**

| <b>Fee Component</b>    | <b>RESIDENTIAL LAND USES</b>         |   |                                       | <b>NON-RESIDENTIAL LAND USES</b> |  |                                 |
|-------------------------|--------------------------------------|---|---------------------------------------|----------------------------------|--|---------------------------------|
|                         | <b>Low<br/>Density</b><br>(per Unit) | <b>Medium<br/>Density</b><br>(per Unit) | <b>High<br/>Density</b><br>(per Unit) | <b>Retail</b><br>(per Acre)      | <b>Office/<br/>Medical</b><br>(per Acre) | <b>Industrial</b><br>(per Acre) |
| Storm Drainage - Zone 1 | \$1,394                              | \$697                                   | \$561                                 | \$14,640                         | \$14,640                                 | \$15,686                        |
| Storm Drainage - Zone 2 | \$4,237                              | \$2,118                                 | \$1,703                               | \$44,485                         | \$44,485                                 | \$47,663                        |

**Table A-6: South Wastewater Trunk Line Fees**

| <b>Fee Component</b>                     | <b>RESIDENTIAL LAND USES</b>         |   |                                       | <b>NON-RESIDENTIAL LAND USES</b> |  |                                     |
|--|--------------------------------------|---|---------------------------------------|----------------------------------|--|-------------------------------------|
|  | <b>Low<br/>Density</b><br>(per Unit) | <b>Medium<br/>Density</b><br>(per Unit) | <b>High<br/>Density</b><br>(per Unit) | <b>Retail</b><br>(per 1,000 sf)  | <b>Office/<br/>Medical</b><br>(per 1,000 sf) | <b>Industrial</b><br>(per 1,000 sf) |
| South Wastewater Trunk Line <sup>1</sup> | \$1,181                              | \$994                                   | \$829                                 | \$1,096                          | n/a  | n/a                                 |

<sup>1</sup> Applies only to development that will benefit from construction of the wastewater trunk line serving the southern area of the City.

# Exhibit B

## Impact Mitigation Fee Program

### Schedule of Reduced Fees

**Table B-1: Water and Wastewater Fees**

| <b>Meter Size</b> | <b>Residential</b> |                   | <b>Non-Residential</b> |                   |
|-------------------|--------------------|-------------------|------------------------|-------------------|
|                   | <b>Water</b>       | <b>Wastewater</b> | <b>Water</b>           | <b>Wastewater</b> |
| 5/8-inch meter    | \$846              | \$1,152           | \$2,079                | \$2,831           |
| 3/4-inch meter    | \$1,263            | \$1,720           | \$3,103                | \$4,225           |
| 1-inch meter      | \$2,109            | \$2,873           | \$5,181                | \$7,056           |
| 1 1/2-inch meter  | \$4,206            | \$5,728           | \$10,332               | \$14,070          |
| 2-inch meter      | \$6,732            | \$9,168           | \$16,537               | \$22,521          |
| 3-inch meter      | \$12,631           | \$17,201          | \$31,026               | \$42,253          |
| 4-inch meter      | \$21,056           | \$28,674          | \$51,721               | \$70,435          |
| 6-inch meter      | \$42,099           | \$57,331          | \$103,411              | \$140,828         |
| 8-inch meter      | \$67,360           | \$91,733          | \$165,464              | \$225,333         |
| 10-inch meter     | \$96,841           | \$131,880         | \$237,880              | \$323,951         |

**Table B-2: Transportation, Police, Fire, General City Facilities, Park and Art in Public Places Fees**

| <b>Fee Component</b>    | <b>RESIDENTIAL LAND USES</b> |                |                | <b>NON-RESIDENTIAL LAND USES</b> |                |                   |
|-------------------------|------------------------------|----------------|----------------|----------------------------------|----------------|-------------------|
|                         | <b>Low</b>                   | <b>Medium</b>  | <b>High</b>    | <b>Office/</b>                   |                |                   |
|                         | <b>Density</b>               | <b>Density</b> | <b>Density</b> | <b>Retail</b>                    | <b>Medical</b> | <b>Industrial</b> |
|                         | (per Unit)                   | (per Unit)     | (per Unit)     | (per 1,000 SF)                   | (per 1,000 SF) | (per 1,000 SF)    |
| Transportation          | \$289                        | \$157          | \$157          | \$1,199                          | \$872          | \$443             |
| Police                  | \$307                        | \$258          | \$215          | \$330                            | \$528          | \$176             |
| Fire                    | \$157                        | \$132          | \$110          | \$338                            | \$540          | \$180             |
| Park                    | \$1,584                      | \$1,334        | \$1,111        | \$406                            | \$650          | \$217             |
| General City Facilities | \$251                        | \$211          | \$176          | \$270                            | \$433          | \$144             |
| Art in Public Places    | \$33                         | \$27           | \$23           | \$35                             | \$56           | \$19              |

**Table B-3: Residential Electric Utility Fees**

| <b>240 Volts</b>                 |         |
|----------------------------------|---------|
| <b><u>Single Phase Panel</u></b> |         |
| 60 amps                          | \$101   |
| 100 amps                         | \$168   |
| 125 amps                         | \$210   |
| 200 amps                         | \$336   |
| 400 amps                         | \$673   |
| 600 amps                         | \$1,009 |

**Table B-4: Non-Residential Electric Utility Fees**

|                                  | <b>208<br/>Volts</b> | <b>240<br/>Volts</b> | <b>480<br/>Volts</b> |
|----------------------------------|----------------------|----------------------|----------------------|
| <b><u>Single Phase Panel</u></b> |                      |                      |                      |
| 60 amps                          | n/a                  | \$248                | n/a                  |
| 100 amps                         | n/a                  | \$413                | n/a                  |
| 125 amps                         | n/a                  | \$516                | n/a                  |
| 200 amps                         | n/a                  | \$826                | n/a                  |
| 400 amps                         | n/a                  | \$1,652              | n/a                  |
| 600 amps                         | n/a                  | \$2,478              | n/a                  |
| <b><u>Three Phase Panel</u></b>  |                      |                      |                      |
| 200 amps                         | \$1,178              | \$1,359              | \$2,718              |
| 400 amps                         | \$2,356              | \$2,718              | \$5,437              |
| 600 amps                         | \$3,534              | \$4,077              | \$8,155              |
| 800 amps                         | \$4,712              | \$5,437              | \$10,873             |
| 1000 amps                        | \$5,890              | n/a                  | \$13,591             |
| 1200 amps                        | \$7,068              | n/a                  | \$16,310             |
| 1600 amps                        | \$9,423              | n/a                  | \$21,746             |
| 2000 amps                        | \$11,779             | n/a                  | \$27,183             |
| 2500 amps                        | \$14,724             | n/a                  | \$33,979             |
| 3000 amps                        | \$17,669             | n/a                  | \$40,774             |

**Table B-5: Storm Drainage Fees**

|                         | RESIDENTIAL LAND USES        |                                 |                               | NON-RESIDENTIAL LAND USES |                                  |                          |
|-------------------------|------------------------------|---------------------------------|-------------------------------|---------------------------|----------------------------------|--------------------------|
|                         | Low<br>Density<br>(per Unit) | Medium<br>Density<br>(per Unit) | High<br>Density<br>(per Unit) | Retail<br>(per Acre)      | Office/<br>Medical<br>(per Acre) | Industrial<br>(per Acre) |
| Storm Drainage - Zone 1 | \$567                        | \$284                           | \$228                         | \$14,640                  | \$14,640                         | \$15,686                 |
| Storm Drainage - Zone 2 | \$1,725                      | \$862                           | \$693                         | \$44,485                  | \$44,485                         | \$47,663                 |

**Table B-6: South Wastewater Trunk Line Fees**

| Fee Component                            | RESIDENTIAL LAND USES        |                                 |                               | NON-RESIDENTIAL LAND USES |                                      |                              |
|--|------------------------------|---------------------------------|-------------------------------|---------------------------|--------------------------------------|------------------------------|
|  | Low<br>Density<br>(per Unit) | Medium<br>Density<br>(per Unit) | High<br>Density<br>(per Unit) | Retail<br>(per 1,000 sf)  | Office/<br>Medical<br>(per 1,000 sf) | Industrial<br>(per 1,000 sf) |
| South Wastewater Trunk Line <sup>1</sup> | \$481                        | \$405                           | \$337                         | \$446                     | n/a                                  | n/a                          |

<sup>1</sup> Applies only to development that will benefit from construction of the wastewater trunk line serving the southern area of the City.



## **DECLARATION OF POSTING**

### **CONTINUED PUBLIC HEARING TO CONSIDER:**

**A) RESOLUTION APPROVING MASTER PLANS FOR WATER, WASTEWATER, STORM DRAINAGE, AND BICYCLE; B) CERTIFYING THE NEGATIVE DECLARATION AS ADEQUATE ENVIRONMENTAL DOCUMENTATION FOR THE MASTER PLANS FOR THE WATER, WASTEWATER, STORM DRAINAGE, AND BICYCLE; C) RESOLUTION APPROVING IMPACT MITIGATION FEE PROGRAM REPORT; AND D) RESOLUTION APPROVING IMPACT MITIGATION FEE PROGRAM SCHEDULE OF FEES**

On Thursday, August 2, 2012, in the City of Lodi, San Joaquin County, California, a Notice of Continued Public Hearing to consider: a) Resolution approving Master Plans for Water, Wastewater, Storm Drainage, and Bicycle; b) Certifying the Negative Declaration as adequate environmental documentation for the Master Plans for the Water, Wastewater, Storm Drainage, and Bicycle; c) Resolution approving Impact Mitigation Fee Program Report; and d) Resolution approving Impact Mitigation Fee Program Schedule of Fees (attached and marked as Exhibit A) was posted at the following locations:

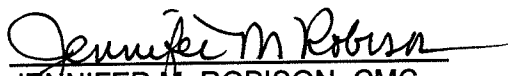
Lodi Public Library  
Lodi City Clerk's Office  
Lodi City Hall Lobby  
Lodi Carnegie Forum

I declare under penalty of perjury that the foregoing is true and correct.

Executed on August 2, 2012, at Lodi, California.

ORDERED BY:

**RANDI JOHL  
CITY CLERK**

  
JENNIFER M. ROBISON, CMC  
ASSISTANT CITY CLERK

\_\_\_\_\_  
MARIA BECERRA  
ADMINISTRATIVE CLERK





## CITY OF LODI

Carnegie Forum  
305 West Pine Street, Lodi

### NOTICE OF CONTINUED PUBLIC HEARING

Date: August 15, 2012

Time: 7:00 p.m.

For information regarding this notice please contact:

**Randi Johl,**  
City Clerk

Telephone: (209) 333-6702

**EXHIBIT A**

### NOTICE OF CONTINUED PUBLIC HEARING

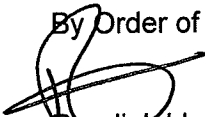
**NOTICE IS HEREBY GIVEN** that on **Wednesday, August 15, 2012**, at the hour of 7:00 p.m., or as soon thereafter as the matter may be heard, the City Council will conduct a public hearing at the Carnegie Forum, 305 West Pine Street, Lodi, to consider the following matter:

- a) **Resolution approving Master Plans for Water, Wastewater, Storm Drainage, and Bicycle;**
- b) **Certifying the Negative Declaration as adequate environmental documentation for the Master Plans for the Water, Wastewater, Storm Drainage, and Bicycle;**
- c) **Resolution approving Impact Mitigation Fee Program Report; and**
- d) **Resolution approving Impact Mitigation Fee Program Schedule of Fees.**

Information regarding this item may be obtained in the Public Works Department, 221 West Pine Street, Lodi, (209) 333-6706. All interested persons are invited to present their views and comments on this matter. Written statements may be filed with the City Clerk, City Hall, 221 West Pine Street, 2<sup>nd</sup> Floor, Lodi, 95240, at any time prior to the hearing scheduled herein, and oral statements may be made at said hearing.

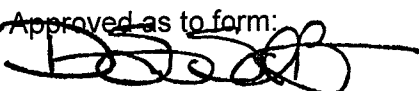
If you challenge the subject matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice or in written correspondence delivered to the City Clerk, 221 West Pine Street, at or prior to the close of the public hearing.

By Order of the Lodi City Council:

  
Randi Johl  
City Clerk

**Dated: August 1, 2012**

Approved as to form:



D. Stephen Schwabauer  
City Attorney



***Please immediately confirm receipt  
of this fax by calling 333-6702***

CITY OF LODI  
P. O. BOX 3006  
LODI, CALIFORNIA 95241-1910

**ADVERTISING INSTRUCTIONS**

**SUBJECT:** PUBLIC HEARING TO CONSIDER:  
A) RESOLUTION APPROVING MASTER PLANS FOR WATER, WASTEWATER,  
STORM DRAINAGE, AND BICYCLE; B) CERTIFYING THE NEGATIVE  
DECLARATION AS ADEQUATE ENVIRONMENTAL DOCUMENTATION FOR  
THE MASTER PLANS FOR THE WATER, WASTEWATER, STORM DRAINAGE,  
AND BICYCLE; C) RESOLUTION APPROVING IMPACT MITIGATION FEE  
PROGRAM REPORT; AND D) RESOLUTION APPROVING IMPACT MITIGATION  
FEE PROGRAM SCHEDULE OF FEES

**PUBLISH DATE:** SATURDAY, JUNE 30, 2012

**LEGAL AD**

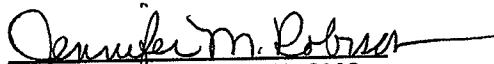
**TEAR SHEETS WANTED:** One (1) please

**SEND AFFIDAVIT AND BILL TO:**  
**LNS ACCT. #0510052**

RANDI JOHL, CITY CLERK  
City of Lodi  
P.O. Box 3006  
Lodi, CA 95241-1910

**DATED:** TUESDAY, JUNE 26, 2012

**ORDERED BY:** RANDI JOHL  
CITY CLERK

  
JENNIFER M. ROBISON, CMC  
ASSISTANT CITY CLERK

MARIA BECERRA  
ADMINISTRATIVE CLERK

**Verify Appearance of this Legal in the Newspaper – Copy to File**

|     |   |                 |              |                               |
|-----|---|-----------------|--------------|-------------------------------|
| LNS | Faxed to the Sentinel at 369-1084 at _____      | (time) on _____ | (date) _____ | (pages) _____                 |
|     | Phoned to confirm receipt of all pages at _____ | (time) _____    | CF _____     | MB _____ JMR (initials) _____ |



## **DECLARATION OF POSTING**

### **PUBLIC HEARING TO CONSIDER:**

**A) RESOLUTION APPROVING MASTER PLANS FOR WATER, WASTEWATER, STORM DRAINAGE, AND BICYCLE; B) CERTIFYING THE NEGATIVE DECLARATION AS ADEQUATE ENVIRONMENTAL DOCUMENTATION FOR THE MASTER PLANS FOR THE WATER, WASTEWATER, STORM DRAINAGE, AND BICYCLE; C) RESOLUTION APPROVING IMPACT MITIGATION FEE PROGRAM REPORT; AND D) RESOLUTION APPROVING IMPACT MITIGATION FEE PROGRAM SCHEDULE OF FEES**

On Tuesday, June 26, 2012, in the City of Lodi, San Joaquin County, California, a Notice of Public Hearing to consider: a) Resolution approving Master Plans for Water, Wastewater, Storm Drainage, and Bicycle; b) Certifying the Negative Declaration as adequate environmental documentation for the Master Plans for the Water, Wastewater, Storm Drainage, and Bicycle; c) Resolution approving Impact Mitigation Fee Program Report; and d) Resolution approving Impact Mitigation Fee Program Schedule of Fees (attached and marked as Exhibit A) was posted at the following locations:


Lodi Public Library  
Lodi City Clerk's Office  
Lodi City Hall Lobby  
Lodi Carnegie Forum

I declare under penalty of perjury that the foregoing is true and correct.

Executed on June 26, 2012, at Lodi, California.

ORDERED BY:

**RANDI JOHL  
CITY CLERK**

  
**JENNIFER M. ROBISON, CMC  
ASSISTANT CITY CLERK**

\_\_\_\_\_  
**MARIA BECERRA  
ADMINISTRATIVE CLERK**



## **DECLARATION OF MAILING**

### **PUBLIC HEARING TO CONSIDER:**

**A) RESOLUTION APPROVING MASTER PLANS FOR WATER, WASTEWATER, STORM DRAINAGE, AND BICYCLE; B) CERTIFYING THE NEGATIVE DECLARATION AS ADEQUATE ENVIRONMENTAL DOCUMENTATION FOR THE MASTER PLANS FOR THE WATER, WASTEWATER, STORM DRAINAGE, AND BICYCLE; C) RESOLUTION APPROVING IMPACT MITIGATION FEE PROGRAM REPORT; AND D) RESOLUTION APPROVING IMPACT MITIGATION FEE PROGRAM SCHEDULE OF FEES**

On Tuesday, June 26, 2012, in the City of Lodi, San Joaquin County, California, I deposited in the United States mail, envelopes with first-class postage prepaid thereon, containing Notice of Public Hearing to consider: a) Resolution approving Master Plans for Water, Wastewater, Storm Drainage, and Bicycle; b) Certifying the Negative Declaration as adequate environmental documentation for the Master Plans for the Water, Wastewater, Storm Drainage, and Bicycle; c) Resolution approving Impact Mitigation Fee Program Report; and d) Resolution approving Impact Mitigation Fee Program Schedule of Fees, attached hereto marked Exhibit A. The mailing list for said matter is attached hereto, marked Exhibit B.


There is a regular daily communication by mail between the City of Lodi, California, and the places to which said envelopes were addressed.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on June 26, 2012, at Lodi, California.

ORDERED BY:

**RANDI JOHL**  
**CITY CLERK, CITY OF LODI**

  
**JENNIFER M. ROBISON, CMC**  
**ASSISTANT CITY CLERK**

\_\_\_\_\_  
**MARIA BECERRA**  
**ADMINISTRATIVE CLERK**



## CITY OF LODI

Carnegie Forum  
305 West Pine Street, Lodi

## NOTICE OF PUBLIC HEARING

Date: August 1, 2012

Time: 7:00 p.m.

For information regarding this notice please contact:

**Randi Johl,**  
City Clerk

Telephone: (209) 333-6702

**EXHIBIT A**

### NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on **Wednesday, August 1, 2012**, at the hour of 7:00 p.m., or as soon thereafter as the matter may be heard, the City Council will conduct a public hearing at the Carnegie Forum, 305 West Pine Street, Lodi, to consider the following matter:

- a) Resolution approving Master Plans for Water, Wastewater, Storm Drainage, and Bicycle;
- b) Certifying the Negative Declaration as adequate environmental documentation for the Master Plans for the Water, Wastewater, Storm Drainage, and Bicycle;
- c) Resolution approving Impact Mitigation Fee Program Report; and
- d) Resolution approving Impact Mitigation Fee Program Schedule of Fees.

Information regarding this item may be obtained in the Public Works Department, 221 West Pine Street, Lodi, (209) 333-6706. All interested persons are invited to present their views and comments on this matter. Written statements may be filed with the City Clerk, City Hall, 221 West Pine Street, 2<sup>nd</sup> Floor, Lodi, 95240, at any time prior to the hearing scheduled herein, and oral statements may be made at said hearing.

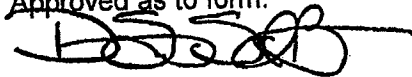
If you challenge the subject matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice or in written correspondence delivered to the City Clerk, 221 West Pine Street, at or prior to the close of the public hearing.

By Order of the Lodi City Council:

  
Randi Johl  
City Clerk

Dated: June 20, 2012

Approved as to form:

  
D. Stephen Schwabauer  
City Attorney

Public Hearing to Consider: a) Resolution approving Master Plans for Water, Wastewater, Storm Drainage, and Sewerage; b) Certifying Negative Declaration as adequate environmental documentation for the Master Plans for Water, Wastewater, Storm Drainage, and Sewerage; c) Resolution approving Impact Mitigation Fee Program Schedule of Fees; and d) Resolution approving Impact Mitigation Fee Program Schedule of Fees

**EXHIBIT B**

| NAME   | ADDRESS   |
|--|---|
| A FRED BAKER   | PO BOX 1510<br>LODI CA 95241-1510                   |
| DELMAR BATCH   | 11174 N DAVIS RD<br>LODI CA 95242                   |
| STEVE SINNOCK<br>KJELDSSEN SINNOCK & NEUDECK                           | PO BOX 844<br>STOCKTON CA 95201-0844                |
| LOWELL FLEMMER<br>KATZAKIAN WILLIAMS SHERMAN                           | 777 S HAM LN STE A<br>LODI CA 95242                 |
| JOHN GIANNONI<br>GIANNONI DEVELOPMENT                                  | 1500 W EL CAMINO AVE STE 192<br>SACRAMENTO CA 95833 |
| JEFFREY KIRST<br>TOKAY DEVELOPMENT INC                                 | PO BOX 1259<br>WOODBIDGE CA 95258                   |
| LUSD   | 1305 E VINE ST<br>LODI CA 95240                     |
| BAUMBACH & PIAZZA<br>STEVE PECHIN                                      | 323 W ELM ST<br>LODI CA 95240                       |
| DARRELL SASAKI<br>DRS REAL ESTATE APPRAISALS INC                       | 1806 W KETTLEMAN LN STE G<br>LODI CA 95242          |
| RON THOMAS<br>R THOMAS DEVELOPMENT INC                                 | 1209 W TOKAY<br>LODI CA 95240                       |
| LEX CORALES<br>SIEGFRIED & ASSOCIATES                                  | 4045 CORONADO AVE<br>STOCKTON CA 95204              |
| WENTLAND SNIDER MCINTOSH   | 301 S HAM LN STE A<br>LODI CA 95242                 |
| TOM DAVIS<br>LEE & ASSOCIATES  | 241 FRANK WEST CIR STE 300<br>STOCKTON CA 95206     |
| SAN JOAQUIN PARTNERSHIP  | 2800 W MARCH LN STE 470<br>STOCKTON CA 95219        |
| PAT PATRICK<br>LODI DISTRICT CHAMBER OF<br>COMMERCE                    | 35 S SCHOOL ST<br>LODI CA 95240                     |
| MARK CHANDLER EXEC DIRECTOR<br>LODI WOODBRIDGE WINEGRAPE<br>COMMISSION | 2545 W TURNER RD<br>LODI CA 95242                   |
| HARRIS & ASSOCIATES<br>ALISON BOULEY                                   | 2315 ORCHARD PKWY STE 120<br>TRACY CA 95377         |
| GOODWIN CONSULTING GROUP<br>VICTOR IRZYK                               | 555 UNIVERSITY AVE STE 280<br>SACRAMENTO CA 95825   |
| FEHR & PEERS<br>JULIE MORGAN   | 100 PRINGLE AVE STE 600<br>WALNUT CREEK CA 94596    |
| VALLIER DESIGN ASSOCIATES INC<br>MARCIA VALLIER                        | 210 WASHINGTON AVE STE G<br>POINT RICHMOND CA 94801 |
| BENNETT HOMES<br>DENNIS BENNETT/RODNEY BOVEE                           | 1610 W KETTLEMAN LN STE A<br>LODI CA 95242          |
| TOKAY DEVELOPMENT<br>JEFFREY KIRST/KRYSTAL KIRST                       | 222 W LOCKEFORD ST STE 1<br>LODI CA 95240           |
| BROWMAN DEVELOPMENT COMPANY<br>DARRYL BROWMAN/VIC DE MELO              | 1556 PARKSIDE DR<br>WALNUT CREEK CA 94596           |

|   |   |
|---|---|
| DILLON & MURPHY                               | PO BOX 2180<br>LODI CA 95241                      |
| DGP REAL ESTATE<br>MICHAEL CAROUBA            | 1420 S MILLS AVE STE K<br>LODI CA 95242           |
| RPM COMPANY<br>DALE GILLESPIE                 | 1420 S MILLS AVE STE M<br>LODI CA 95242           |
| BIA OF THE DELTA<br>JOHN BECKMAN              | 315 N SAN JOAQUIN ST STE 202<br>STOCKTON CA 95202 |
| FCB HOMES<br>TOM DOUCETTE                     | 10100 TRINITY PKWY STE 420<br>STOCKTON CA 95219   |
| MUNSON CONSTRUCTION<br>TIM MUNSON/RUSS MUNSON | PO BOX 643<br>WOODBIDGE CA 95258                  |
| JBT PROPERTY MGMT<br>MATT DOBBINS             | 1901 W KETTLEMAN LN STE 102<br>LODI CA 95242      |
| HESELTIME REALTY                              | 312 S CRESCENT AVE<br>LODI CA 95240               |



# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Public Hearing Regarding Termination of Southwest Gateway and Westside Project Development Agreements with Frontier Community Builders, Inc.

**MEETING DATE:** August 15, 2012

**PREPARED BY:** City Manager

**RECOMMENDED ACTION:** Public Hearing regarding termination of Southwest Gateway (SW Gateway) and Westside Project Development Agreements with Frontier Community Builders, Inc.

**BACKGROUND INFORMATION:** In December of 2006, the City entered into the first of two Development Agreements with Frontier Community Builders, Inc. (FCB). The following provides a brief overview of the proposed projects:

## FCB Projects

| Area                         | Acres | Housing Units  |                    |                   |                    |                 |                    |                | Parks/<br>Basins<br>& Trails<br>(Acres) | Schools<br>(Acres) |
|------------------------------|-------|----------------|--------------------|-------------------|--------------------|-----------------|--------------------|----------------|---|--------------------|
|                              |       | Low<br>Density |                    | Medium<br>Density |                    | High<br>Density |                    | Total<br>Units |   |                    |
|                              |       | Units          | Overall<br>Density | Units             | Overall<br>Density | Units           | Overall<br>Density |                |   |                    |
| Westside                     | 106   | 388            | 7                  | 70                | 7.7                | 180             | 20                 | 638            | 24                                      | 10                 |
| SW Gateway                   | 257   | 770            | 4.3                | 160               | 9.4                | 300             | 21.4               | 1,230          | 31                                      | 14.5               |
| Other areas to be<br>annexed | 48    | —              | —                  | —                 | —                  | —               | —                  | 335            | —                                       | —                  |

## SW Gateway

The SW Gateway project annexed 257 acres of land from San Joaquin County into the City of Lodi, which could accommodate development of up to 1,230 residential units, 31 acres of parks and trails, an elementary school and related infrastructure. To implement the proposed project, the applicant received approvals for annexation, zoning and growth management unit allocation. The growth management units were allocated through the Development Agreement and as such, would be terminated with this action. The property will continue to be annexed and zoned for residential use as well as the accessory land uses.

APPROVED: \_\_\_\_\_  
Konradt Bartlam, City Manager



## Westside

The Westside project annexed 151 acres of land from San Joaquin County into the City of Lodi, which could accommodate development of up to 638 residential units, 24.4 acres of parks/park basins and trails, an elementary school and related infrastructure. As with the SW Gateway project, the growth management units allocated through the Development Agreement will be terminated with this action.

A Development Agreement (DA) is a private party agreement between an applicant and the City that, if approved by the City Council, becomes an ordinance of the City. The attached Development Agreements that were negotiated between the City and FCB resulted in certain benefits to the City in exchange for a vested right to proceed with the development consistent with the development approvals. The term of the Development Agreement was for 15 years. The vested right the developer obtains is the ability to proceed with the development as approved and to avoid the imposition of new regulations on the subsequent discretionary approvals (i.e., vesting tentative maps) for the development. A discussion of its benefits to the City and the how the agreement would allocate growth management units is outlined below.

### Development Agreement Project Obligations for FCB Westside and SW Gateway Projects

| Obligation   | Benefit  |
|--|--|
| Payment of \$8,000,000 in installment payments for design and construction of DeBenedetti Park (SW Gateway)  | Creation of community asset - \$8,000,000 contribution   |
| Rehabilitate or pay the costs up to a total of \$1,250,000 of rehabilitating 25 single-family or multi-family residential units within a specified area within the City (Westside)         | \$1,250,000  |
| Pay \$125,000 for use by the City for economic development actions including job creation, promoting retail sales and/or wine industry tourism all as determined by the City (Westside)    | \$125,000  |
| Maintenance of specified public Improvements, including park, median strip and other landscaping maintenance and repair costs on dedicated lands for a period of two years (both projects) | Developer to provide the maintenance or pay for the maintenance costs for two years after acceptance by City           |
| Pay \$2,300,000 to the City for use to acquire additional facilities, equipment and apparatus for the Lodi Fire Department (Westside)  | \$2,300,000  |
| Installation of public art within the project with a value equal to \$150,000; art subject to approval by the City (Westside)  | \$150,000  |
| Pay \$100,000 to the City for use to acquire equipment for the Lodi Parks and Recreation and Public Works Departments (SW Gateway)   | \$100,000  |
| Community Facilities District formed to provide funding for payment of police, fire, library, recreation, flood control services and specified public facilities (both projects)           | \$600 per single family attached or detached residential unit per year and \$175 per multi-family rental unit per year |
| Dedicate park land, design and complete construction of all the park improvements as described and set forth in the project approvals (both projects)                                      | Full cost paid by Developer  |
| Offer to dedicate 5-acre aquatic center (Westside)   | \$200,000 per acre   |

|  |   |
|--|---|
| All development approved as part of the project will be subject to uniformly applied increases in existing impact fee and to specified new fees as described herein (both projects)  | Payment of development impact fees and water fees   |
| Payment of a development fee for a proportionate share of the cost of the Highway 99 overpass at Harney Lane (both projects)   | Cost of interchange funded, in part, by payment from Developer – Amount based on proportionate share of demand for interchange                    |
| Payment of Agricultural Land Mitigation fee pursuant to the ordinance and/or resolution to be adopted by the City (both projects)  | Fees available for preservation of prime agricultural land based on ordinance adopted by City   |
| Payment of Electric Capital Improvement Mitigation fee pursuant to the ordinance and/or resolution to be adopted by the City (both projects)   | Fees available for electric capital facilities based on ordinance adopted by City   |
| Payment of development fee for proportionate share of the costs of designing and constructing a water treatment system and/or percolation system for treatment of water acquired from Woodbridge Irrigation District pursuant to the ordinance and/or resolution to be adopted by the City (both projects)   | Cost of improvements funded, in part, by payment from Developer – Amount based on proportionate share of need created by the proposed development |
| Payment of Utility Exit Fees (both projects)   | Developer pays full amount to PG&E  |
| Installation of water well on Westside Project site (both projects)  | Ensure appropriate water supply for project   |
| Provide up to a maximum of \$50,000 to partially fund the City of Lodi Recycled Water Master Plan Study (both projects)  | \$100,000   |
| All storm drain basins, facilities, controls interior to project (both projects)   | Full cost paid by Developer   |
| <p>Developer shall design, engineer and construct the following improvements or pay the City the appropriate fee for the improvements:</p> <ol style="list-style-type: none"> <li>1. Proportionate share for the surface water transmission main and storage tank (both projects);</li> <li>2. All water, sewer, storm drain, recycled water pipes and related infrastructure in all streets within the project area (both projects)</li> <li>3. Dedicate land necessary design, and install improvements including curb, gutter, sidewalk and landscaping on the west side of Lower Sacramento Road between Lodi Shopping Center and Harney Lane (both projects);</li> <li>4. Dedicate land adjacent to the project's frontage which is necessary for the expansion of Harney Lane and improve Harney Lane or pay into assessment district for improvements (SW Gateway);</li> <li>5. Dedicate land, design and install a transition roadway land adjacent to the property along Highway 12/Kettlemen Lane (SW Gateway);</li> <li>6. Reconstruct Lodi Avenue west of Lower Sacramento Road to the western project boundary (Westside);</li> </ol> | Provide necessary infrastructure and improve Harney Lane and Highway 12 to meet City standards  |

|  |  |
|--|--|
| 7. Reconstruct the Tokay Avenue/Lower Sacramento Road intersection to accommodate wider street sections<br>8. Pay fair share for traffic mitigation measures in EIR that are not projects within the Streets and Roads Fee Program (both projects) |  |
|--|--|

Since the time of the original approvals, the only activity which has taken place for both of these projects has been their annexation into the City. Certain obligations shown above will continue with subsequent developments such as all fair share requirements for infrastructure, impact fees, etc.

FCB has provided the City with the attached letter requesting that the Agreements be terminated. The letter explains the circumstances which have taken place that have led to this point. Clearly, the real estate market collapse is the primary cause. As noted by Mr. Doucette, the economics of 2006 are not the same as the realities today. Simply put, the projects cannot be built as originally contemplated under the terms and conditions of the Agreements.

**FISCAL IMPACT:**     None.

---

Konradt Bartlam  
City Manager

Attachments: Letter from Tom Doucette, FCB  
Development Agreements and land use plans



## FCB HOMES

May 16, 2012

Mr. Rad Bartlem  
City Manager  
City of Lodi  
221 West Pine Street  
Lodi, CA 95240

Re: Westside and Southwest Gateway Development Agreements –  
Request for Termination

Dear Rad,

Last April, 2011, I sent you a letter formally requesting termination of the Westside and Southwest Gateway Development Agreements (see attached). The letter followed nearly ten months of regular meetings with City Staff and their consultants working on Lodi's Impact Mitigation Fee Program (IMFP) update. We were convinced then that the Westside and Southwest Gateway properties should be included in the IMFP and the Development Agreements terminated. Now, over a year later, the IMFP update is nearly complete, and the Westside and Southwest Gateway properties are an integral part of the updated IMFP. Clearly, then, it is time to move forward to cancel the old Westside and Southwest Gateway Development Agreements and establish an economic framework for residential development to proceed within the current City limits.

At your request, I will outline below the main reasons we feel the Development Agreements should be cancelled.

1. The Development Agreements did not address the actual impacts resulting from new residential development.

When the Westside and Southwest Gateway projects were moving through the entitlement process, the City's existing impact fee program - originally adopted in 1991 - had not been updated for 15 years. While the fees had been periodically increased over time, many of the underlying assumptions about program funding had changed and it was those old fee programs that provided the basis for the Agreements. Furthermore, other fees were included in the Agreements, some of which bore little or no relationship to growth impacts from the Westside and Gateway projects.



10100 TRINITY PARKWAY, SUITE 420 STOCKTON, CALIFORNIA 95219  
209-957-8112 FAX 209-957-3618 WWW.FCBHOMES.COM



Now, nearly six years later, the City has the cumulative benefit of precise plans for the Westside and Southwest Gateway and a new General Plan. The City's Staff is also approaching the end of a two year comprehensive study of growth impacts via the IMFP which include the Westside and Southwest Gateway properties. Their work, along with the Council's ultimate approval, will result in an updated, tailored IMFP. The new IMFP will be a far better and more accurate way to mitigate impacts from both the Westside and Gateway projects in comparison to the mitigation sought by the Agreements.

2. The Development Agreements have a fifteen year term, were never implemented and cannot be completed before they expire.

The national, state and local housing markets were at historic levels when the Development Agreements were approved in 2006. The fifteen year term of the Agreements seemed reasonable at the time given the active market conditions. However, the market has since plummeted to historic lows. Furthermore, City Staff, consultants, and developers are not expecting new residential development to even begin for another two to three years. By that time, the Development Agreements will only have approximately seven years remaining before they expire. This is less than half the time that was deemed appropriate under the best of market conditions and will simply not be sufficient time to complete these projects. At a minimum, the Development Agreements need to be renegotiated to account for this fact alone. However, as noted, it would be more accurate and efficient to put the entire City under one (updated) IMFP. Having to renegotiate the Development Agreements, regularly monitor compliance, and account for all funds and programs separate from the IMFP would be time consuming and an unnecessary financial burden for everyone involved.

3. The Development Agreements required predetermined lump sum payments for certain fees that cannot be financed without a robust and consistent housing market.

Historically, the City's IMFP has been designed to be a "pay-as-you-go" system. This allowed the pace of development to mirror the acceleration or decline of the housing market. The proposed updated IMFP will likewise operate on a "pay-as-you-go" basis. This is a more sustainable way to manage growth, particularly in a community like Lodi - where the long term residential growth rate is relatively slow. Development in Westside and Southwest Gateway will likely occur in phases by multiple development interests. While this is consistent with how development in Lodi has occurred for many years, it makes the payment of large, lump sums on a predetermined schedule virtually impossible to finance.

Development Agreements with lump sum payments work best on large scale projects expected to be completed in a predictable fashion. They can even work effectively on small projects when the completion can be reasonably forecasted. However, in a community like Lodi, this structure will not work effectively on larger scale areas of development over longer (less economically predictable) periods of time.

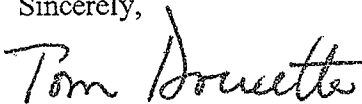
### Summary

While the issues outlined above are not exhaustive, they highlight several important factors which underscore the need to terminate the Westside and Southwest Gateway Development Agreements. Alternatively, these Development Agreements could be renegotiated, but that should be weighed against the inclusion of these projects in the updated IMFP program.

The Agreements were executed during an unprecedented "Housing Bubble" fueled by the "Irrational Exuberance" of a dysfunctional financial system. These dynamics no longer exist and will not return in our lifetime. The housing market, as well as the overall economy, is struggling to find its footing following one of the worst recessions in history. Fortunately, the City has moved on and set a course to plan for sustainable future growth base on realistic assumptions.

The Westside and Southwest Gateway projects will be a major component of the City's planned growth plans for the next ten to fifteen years. With this in mind, it is our belief that it will be more efficient, balanced and productive to utilize the updated IMFP for the Westside and Southwest Gateway projects once it is adopted by the City Council.

Sincerely,

A handwritten signature in black ink that reads "Tom Doucette". The signature is written in a cursive, slightly stylized font.

Thomas P. Doucette  
President

# Westside Land Use Plan



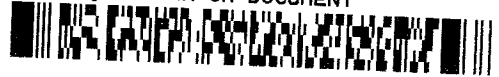
OFFICIAL BUSINESS  
Document entitled to free recording  
Government Code Section 6103

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

City of Lodi  
P.O. Box 3006  
Lodi, CA 95241-1910

Attn: City Clerk

Doc #: 2008-166004  
Thu Oct 16 09:41:50 PDT 2008  
Page: 1 of 74 Fee: \$0  
Gary W. Freeman  
San Joaquin County Recorders  
Paid By: SHOWN ON DOCUMENT



(SPACE ABOVE THIS LINE RESERVED FOR  
RECORDER'S USE)

**DEVELOPMENT AGREEMENT**  
**BY AND BETWEEN**  
**THE CITY OF LODI**  
**AND FRONTIER COMMUNITY BUILDERS, INC.**  
**FOR FCB WESTSIDE PROJECT**



## TABLE OF CONTENTS

|   |    |
|---|----|
| RECITALS .....  | 3  |
| 1. Authorization .....  | 3  |
| 2. Property .....   | 3  |
| 3. Project .....  | 3  |
| 4. Public Hearing .....   | 3  |
| 5. Environmental Review .....   | 3  |
| 6. Project Approvals .....  | 3  |
| 7. Need for Services and Facilities .....   | 4  |
| 8. Contribution to Costs of Facilities and Services .....                               | 4  |
| 9. Development Agreement Resolution Compliance .....                                    | 5  |
| 10. Consistency with General and Specific Plan .....                                    | 5  |
| 11. Creation of Career-Oriented Employment Opportunities .....                          | 5  |
| AGREEMENT .....   | 5  |
| 1. Incorporation of Recitals .....  | 5  |
| 2. Description of Property .....  | 5  |
| 3. Interest of Landowner .....  | 5  |
| 4. Relationship of City and Landowner .....   | 5  |
| 5. Effective Date and Term .....  | 5  |
| 5.1. Effective Date .....   | 5  |
| 5.2. Term .....   | 5  |
| 5.3. Automatic Termination Upon Completion and Sale of Residential Lot .....            | 6  |
| 6. Use of Property .....  | 6  |
| 6.1. Right to Develop .....   | 6  |
| 6.2. Permitted Uses .....   | 7  |
| 6.3. Moratorium, Quotas, Restrictions or Other Growth Limitations .....                 | 8  |
| 6.4. Additional Conditions .....  | 10 |
| 6.5. Annexation .....   | 10 |
| 7. Applicable Rules, Regulations, Fees and Official Policies .....                      | 17 |
| 7.1. Rules Regarding Permitted Uses .....   | 17 |
| 7.2. Rules Regarding Design and Construction .....                                      | 17 |
| 7.3. Changes in State or Federal Law .....  | 17 |
| 7.4. Uniform Codes Applicable .....   | 17 |
| 8. Existing Fees, Subsequently Enacted Fees, Dedications, Assessments and Taxes .....   | 18 |
| 8.1. Processing Fees and Charges .....  | 18 |
| 8.2. Existing Fees, Exactions and Dedications .....                                     | 19 |
| 8.3. Subsequent Development Impact Fees, Exactions and Dedications .....                | 19 |
| 9. Community Facilities District .....  | 19 |
| 9.1. Inclusion in Community Facilities District .....                                   | 19 |
| 9.2. Use of Community Facilities District Revenues .....                                | 20 |
| 9.3. Community Facilities District for Residential Property – Landowner Financing ..... | 20 |
| 10. Processing of Subsequent Development Applications and Building Permits .....        | 21 |
| 11. Amendment or Cancellation .....   | 21 |
| 11.1. Modification Because of Conflict with State or Federal Laws .....                 | 21 |
| 11.2. Amendment by Mutual Consent .....   | 21 |
| 11.3. Insubstantial Amendments .....  | 21 |
| 11.4. Amendment of Project Approvals .....  | 22 |

|       |  |    |
|-------|--|----|
| 11.5. | Cancellation by Mutual Consent.....  | 22 |
| 12.   | Term of Project Approvals .....  | 22 |
| 13.   | Annual Review.....   | 22 |
| 13.1. | Review Date.....   | 22 |
| 13.2. | Initiation of Review.....  | 22 |
| 13.3. | Staff Reports.....   | 22 |
| 13.4. | Costs.....   | 22 |
| 13.5. | Non-compliance with Agreement; Hearing.....  | 22 |
| 13.6. | Appeal of Determination.....   | 23 |
| 14.   | Default.....   | 23 |
| 14.1. | Procedure Regarding Defaults.....  | 23 |
| 15.   | Estoppel Certificate.....  | 24 |
| 16.   | Mortgagee Protection; Certain Rights of Cure.....  | 24 |
| 16.1. | Mortgagee Protection.....  | 24 |
| 16.2. | Mortgagee Not Obligated.....   | 25 |
| 16.3. | Notice of Default to Mortgagee and Extension of Right to Cure.....   | 25 |
| 17.   | Severability.....  | 25 |
| 18.   | Applicable Law.....  | 25 |
| 19.   | Attorneys' Fees and Costs in Legal Actions By Parties to the Agreement.....  | 25 |
| 20.   | Attorneys' Fees and Costs in Legal Actions By Third Parties to the Agreement and Continued Permit Processing ..... | 26 |
| 21.   | Transfers and Assignments.....   | 26 |
| 22.   | Agreement Runs with the Land.....  | 26 |
| 23.   | Bankruptcy.....  | 26 |
| 24.   | Indemnification.....   | 27 |
| 25.   | Insurance.....   | 27 |
| 25.1. | Public Liability and Property Damage Insurance.....  | 27 |
| 25.2. | Workers' Compensation Insurance.....   | 27 |
| 25.3. | Evidence of Insurance.....   | 27 |
| 26.   | Excuse for Nonperformance.....   | 27 |
| 27.   | Third Party Beneficiaries.....   | 28 |
| 28.   | Notices.....   | 28 |
| 29.   | Form of Agreement; Recordation; Exhibits.....  | 28 |
| 30.   | Further Assurances.....  | 29 |
| 31.   | City Cooperation.....  | 29 |

## DEVELOPMENT AGREEMENT FCB WESTSIDE PROJECT

This Development Agreement is entered into as of this 4th day of April, 2007, by and between the CITY OF LODI, a municipal corporation ("City"), and, FRONTIER COMMUNITY BUILDERS, INC. ("Landowner"). City and Landowner are hereinafter collectively referred to as the "Parties" and singularly as "Party."

### RECITALS

1. **Authorization.** To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Government Code Section 65864, et seq. (the "Development Agreement Statute"), which authorizes the City and any person having a legal or equitable interest in the real property to enter into a development agreement, establishing certain development rights in the Property which is the subject of the development project application.
2. **Property.** Landowner holds a legal or equitable interest in certain real property located in the City of Lodi, County of San Joaquin, more particularly described in Exhibit A-1 attached hereto (the "Property"). Landowner represents that all persons holding legal or equitable interests in the Property shall be bound by this Agreement.
3. **Project.** Landowner has obtained various approvals from the City (described in more detail in Recital 6 below) for a mixed use project known as FCB Westside (the "Project") to be located on the Property.
4. **Public Hearing.** On October 25, 2006, the Planning Commission of the City of Lodi, acting pursuant to Government Code Section 65867, held a hearing to consider this Agreement and the Planning Commission action has been reported to the City Council.
5. **Environmental Review.** On March 21, 2007, the City Council certified as adequate and complete, the Lodi Annexation Environmental Impact Report ("EIR") for the Project. Mitigation measures were required in the EIR and are incorporated into the Project and into the terms and conditions of this Agreement, as reflected by the findings adopted by the City Council concurrently with this Agreement.
6. **Project Approvals.** The following land use approvals (together the "Project Approvals") have been granted for the Property, which entitlements are the subject of this Agreement:
  - 6.1. The EIR. The Mitigation Measures in the EIR are incorporated into the Project and into the terms and conditions of this Agreement (City Resolution No. 2007-48);

6.2. A General Plan Amendment (the "General Plan"), is not required for this project because it is consistent with the Current General Plan;

6.3. The Zoning of the Property (attached hereto as Exhibit B-1) approved by the City on March 21, 2007 (City Ordinance No. 1793);

6.4. The Large Lot Tentative Subdivision Map for the Project (attached hereto as Exhibit C-1) to be subsequently considered by the City through a noticed public hearing process. (The parties agree that the large lot subdivision map included herein is for illustrative purposes only and shall not be effective until approved through a notice public hearing process by the City. If approved by the City, the Large Lot Subdivision Map shall thereafter be included within the Project Approvals listed herein);

6.5. Reserved;

6.6. The Development Plan and Infrastructure Plan for the Project (attached hereto as Exhibit D), approved by the City on March 21, 2007 by City Resolution No. 2007-51;

6.7. The Growth Management Allocations, as required by Chapter 15.34 of the Lodi Municipal Code, as set forth in Exhibit E, approved by the City on April 4, 2007 by Ordinance No. 1794;

6.8. This Development Agreement, as adopted on April 4, 2007 by City Ordinance No. 1794 (the "Adopting Ordinance"); and,

6.9. The Annexation Approvals granted by San Joaquin County Local Agency Formation Commission as shown in Exhibit F attached hereto.

7. **Need for Services and Facilities.** Development of the Property will result in a need for municipal services and facilities, some of which will be provided by the City to such development subject to the performance of Landowner's obligations hereunder. With respect to water, pursuant to Government Code Section 65867.5, any tentative map approved for the Property will comply with the provisions of Government Code 66473.7.

8. **Contribution to Costs of Facilities and Services.** Landowner agrees to contribute to the costs of such public facilities and services as required herein to mitigate impacts on the community of the development of the Property, and City agrees to provide such public facilities and services as required herein to assure that Landowner may proceed with and complete development of the Property in accordance with the terms of this Agreement. City and Landowner recognize and agree that, but for Landowner's contributions set forth herein including contributions to mitigate the impacts arising as a result of development entitlements granted pursuant to this Agreement, City would not and could not approve the development of the Property as provided by this Agreement and that, but for City's covenant to provide certain facilities and services for development of the Property, Landowner would not and could not commit to provide the mitigation as provided by this Agreement. City's vesting of the right to

develop the Property as provided herein is in reliance upon and in consideration of Landowner's agreement to make contributions toward the cost of public improvements as herein provided to mitigate the impacts of development of the Property as development occurs.

9. **Development Agreement Resolution Compliance.** City and Landowner have taken all actions mandated by, and fulfilled all requirements set forth in, the Development Agreement Resolution of the City of Lodi, as set forth in the City Council Resolution No. 2005-237 for the consideration and approval of the pre-annexation and development agreement.

10. **Consistency with General and Specific Plan.** Having duly examined and considered this Agreement and having held properly noticed public hearings hereon, the City found that this Agreement satisfies the Government Code §65867.5 requirement of general plan consistency.

NOW, THEREFORE, in consideration of the mutual promises, conditions and covenants hereinafter set forth, the Parties agree as follows:

### **AGREEMENT**

1. **Incorporation of Recitals.** The Preamble, the Recitals and all defined terms set forth in both are hereby incorporated into this Agreement as if set forth herein in full.

2. **Description of Property.** The property, which is the subject of this Development Agreement, is described in Exhibit A-1 and depicted in Exhibit A-2 attached hereto ("Property").

3. **Interest of Landowner.** The Landowner has a legal or equitable interest in the Property. Landowner represents that all persons holding legal or equitable interests in the Property shall be bound by the Agreement.

4. **Relationship of City and Landowner.** It is understood that this Agreement is a contract that has been negotiated and voluntarily entered into by City and Landowner and that Landowner is not an agent of City. The City and Landowner hereby renounce the existence of any form of joint venture or partnership between them, and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making the City and Landowner joint venturers or partners.

5. **Effective Date and Term.**

5.1. **Effective Date.** The effective date of this Agreement ("Effective Date") is April 4, 2007, which is the effective date of City Ordinance No. 1794 adopting this Agreement.

5.2. **Term.** Upon execution, the term of this Agreement shall commence on the Effective Date and extend for a period of fifteen (15) years, unless said term is terminated, modified or extended by circumstances set forth in this Agreement. Following the expiration of the term, this Agreement shall be deemed terminated and of no further force and effect. Said termination of the Agreement shall not affect any right or duty created by City approvals for the

Property adopted prior to, concurrently with, or subsequent to the approval of this Agreement nor the obligations of Sections 20, 24 or 25 of this Agreement. In the event that litigation is filed by a third party (defined to exclude City and Landowners or any assignees of Landowner) which seeks to invalidate this Agreement or the Project Approvals, the expiration date of this Agreement shall be extended for a period equal to the length of time from the time the summons and complaint and/or petition are served on the defendant(s) until the judgment entered by the court is final and not subject to appeal; provided, however, that the total amount of time for which the expiration date shall be extended as a result of such litigation shall not exceed four years.

**5.3. Automatic Termination Upon Completion and Sale of Residential**

**Lot.** This Agreement shall automatically be terminated, without any further action by either party or need to record any additional document, with respect to any single-family residential lot within a parcel designated by the Project Approvals for residential use, upon completion of construction and issuance by the City of a final occupancy permit for a dwelling unit upon such residential lot and conveyance of such improved residential lot by Landowner to a bona-fide good-faith purchaser thereof. In connection with its issuance of a final inspection for such improved lot, City shall confirm that all improvements, which are required to serve the lot, as determined by City, have been accepted by City. Termination of this Agreement for any such residential lot as provided for in this Section shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such lot at the time of termination.

**6. Use of Property.**

**6.1. Vested Right to Develop.** Landowner shall have the vested right to develop the Project in accordance with the terms and conditions of this Agreement, the Project Approvals, the City's existing policies, standards and ordinances (except as expressly modified by this Section 6.1 and Section 8.3) and any amendments to any of them as shall, from time to time, be approved pursuant to this Agreement. Landowner's vested right to develop the Property shall be subject to subsequent approvals; provided however, except as provided in Section 6.3, that any conditions, terms, restrictions and requirements for such subsequent approvals shall not prevent development of the Property for the uses, or reduce the density and intensity of development, or limit the rate or timing of development set forth in this Agreement, so long as Landowner is not in default under this Agreement. Notwithstanding the vested rights granted herein, Landowner agrees that the following obligations, which are presently being developed, shall apply to development of the Property:

- 6.1.1** Payment of a development fee for a proportionate share of the design and construction cost of the Highway 99 interchange project at Harney Lane.
- 6.1.2** Payment of Agricultural Land Mitigation fee, as identified in Mitigation Measure LU-2, pursuant to the ordinance and/or resolution to be adopted by the City of Lodi.

- 6.1.3 Payment of Electric Capital Improvement Mitigation fee (see Section 6.4.10) pursuant to the ordinance and/or resolution to be adopted by the City of Lodi.
- 6.1.4 Payment of development fee for proportionate share of the costs of designing and constructing a water treatment system and/or percolation system for treatment of water acquired from Woodbridge Irrigation District (see Section 6.4.7) pursuant to the ordinance an/or resolution to be adopted by the City of Lodi.

With regards to the fees identified in Sections 6.1.1, 6.1.2, 6.1.3, and 6.1.4 and these fees only, Landowner hereby consents to their imposition as conditions of approval on any discretionary or ministerial land use entitlement subsequently granted by the City including but not limited to issuance of building permits. City agrees that the fees payable by the Landowner pursuant to Sections 6.1.1, 6.1.2, 6.1.3 and 6.1.4 shall be adopted in conformance with applicable law, and shall apply uniformly to all new development on properties within the City that are zoned consistent with the Project Approvals, or apply uniformly to all new development on properties that are similarly situated, whether by geographic location or other distinguishing circumstances. Except for the fees identified in this Agreement including but not limited to the Project Approvals, Sections 6.1.1, 6.1.2, 6.1.3, 6.1.4 and 8.3, no other subsequently enacted development or capital fee shall be imposed as a condition of approval on any discretionary or ministerial decision. The Parties acknowledge and agree that the fees applicable to the development pursuant to the Project Approvals and this Agreement may be increased during the term of this Agreement provided that (1) such increases are limited to annual indexing (i.e. per the Engineering News Record index, or the CPI, or other index utilized by the City) and as provided in current fee ordinances and (2) the increased fees are adopted in conformance with applicable law, apply uniformly to all new development on properties within the City that are zoned consistent with the Project Approvals, or apply uniformly to all new development on properties that are similarly situated, whether by geographic location or other distinguishing circumstances. The initial adjustment shall be effective as of four years after the Effective Date of the Agreement and shall be calculated based on the difference in the applicable index from the numerical rate at the end of the month following the third year after the Effective Date and the numerical rate at the end of the month following the fourth year after the Effective Date. All subsequent increases shall be based on the annual change in the applicable index. Notwithstanding the preceding sentence, index adjustments to the fees set forth in Section 8.2, subsections 2, 3 and 4 shall be effective annually as set forth in the relevant ordinances and resolutions. Moreover, Landowner will be subject to the indexing called for above even if Landowner has filed a complete application for a Vesting Tentative Map and will not vest against such indexing until payment of the fees as called for in this Agreement.

**6.2. Permitted Uses.** The permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation or dedication of land for public purposes, location and maintenance of on-site and off-site improvements, location of public utilities and other terms and conditions of development applicable to the Property, shall be those set forth in this Agreement, the Project Approvals and any amendments to this Agreement or the Project Approvals. City acknowledges that the

Project Approvals provide for the land uses and approximate acreages for the Property as set forth in Exhibit B-1 and Exhibit B-2.

**6.3. Moratorium, Quotas, Restrictions or Other Growth Limitations.**

Landowner and City intend that, except as otherwise expressly provided in this Agreement, this Agreement shall vest the Project Approvals against subsequent City resolutions, ordinances and initiatives approved by the City Council or the electorate that directly or indirectly limit the rate, timing, or sequencing of development, or prevent or conflict with the permitted uses, density and intensity of uses or the right to receive public services as set forth in the Project Approvals; provided however Landowner shall be subject to rules, regulations or policies adopted as a result of changes in federal or state law (as provided in Section 7.3) which are or have been adopted on a uniformly applied, City-wide or area-wide basis, in which case City shall treat Landowner in a uniform, equitable and proportionate manner with all properties, public and private, which are impacted by the changes in federal or state law.

**6.3.1 Allocations Under City Growth Management Program**

**a. Allocations Required Prior to Map Approval**

Consistent with the City's Growth Management Program, which shall apply to the Project, except as otherwise provided herein, no tentative map for any portion of the Property shall be issued until such time as Landowner has obtained allocations for each residential unit within the area covered by such map, consistent with the Growth Management Ordinance (Ordinance 1521), codified as Section 15.34 of the City of Lodi Municipal Code.

**b. Schedule of Allocation of Residential Units**

The following schedule of residential unit allocations shall apply to the Project.

**(i) Initial Allocation:**

As of the Effective Date of this Agreement, the following number of residential units shall be initially allocated to the Project from the City's reserve of unused allocations ("Initial Allocation"):

215 Low Density Units

Except for the requirement set forth in Section 6.3.1(a) above the Initial Allocation has been determined to be exempt from and in compliance with the provisions of the Growth Management Ordinance and Resolutions 91-170 and 91-171 (timing and point system requirements).

**(ii) Subsequent Annual Allocations:**

As of the Effective Date of this Agreement, Landowner shall be entitled to apply for future annual allocations in three-year increments, and on a rolling basis. Provided that Landowner



otherwise complies with the City's Growth Management Program, Landowner shall be entitled to annual allocations set forth in Exhibit E ("Annual Allocations"). If Landowner elects in any year to request fewer allocations than provided for in Exhibit E or if the term of any allocation granted expires before it is used as part of obtaining a subdivision map, Landowner shall be entitled to receive, upon submission of a complete growth management allocation application, additional allocations after the eighth year of this Agreement and through the term of this Agreement including any extension thereto granted pursuant to Section 5.2. The total number of growth management allocations granted hereunder shall be limited to the number of residential units approved as part of the Project Approvals excluding any senior housing residential units. The use of such allocations shall be restricted to the year for which such allocations were made, consistent with the Growth Management Ordinance. Notwithstanding the foregoing, Landowner may request additional allocations, over and above those set forth in Exhibit "E", and City may grant such allocations in its discretion, provided such additional allocations are consistent with the City's Growth Management Allocation Program, Resolutions 91-170 and 91-171, subject to such additional community benefits and/or exactions negotiated upon such a request.

Landowner is not required to apply for such allocations on an annual basis. Landowner may instead comply with all development plan and related requirements under the Growth Management Ordinance and Resolutions 91-170 and 91-171 every third year, at which time Landowner may apply for allocations for the next three-year period. After the expiration of the year for which an Annual Allocation was issued to Landowner, Landowner may submit a request and be issued by the City another Annual Allocation, such that Landowner may maintain, on a rolling basis, a number of allocations equal to three Annual Allocations. Except for allowing the Landowner this flexibility in terms of the number of years for which Landowner may apply, all requests for Annual Allocations must otherwise comply with the Growth Management Ordinance and Resolutions 91-170 and 91-171.

The requirement that Landowner apply for Annual Allocations does not alter the vested rights of the Project, specifically as to the General Plan and zoning designation of the Project.

(c) Growth Management Ordinance in full force and effect:

Except where otherwise specifically stated herein, nothing in this section 6.3.1 is intended to modify in any way the City's Growth Management Program, including its exemptions under Section 15.34.040 (e.g., for senior citizen housing).

Section 6.3.2 Future Growth Control Ordinances/Policies, Etc.

(a) One of the specific purposes of this Agreement is to assure Developer that, during the term of this Agreement no growth-management ordinance, measure, policy, regulation or development moratorium of City adopted by the City Council or by vote of the electorate after the Effective Date of this Agreement will apply to the Property in such a manner so as to the reduce the density of development , modify the permissible uses, or modify the phasing of the development as set forth in the Project Approvals.

(b) Therefore, the parties hereto agree that, except as otherwise expressly provided in the Project Approvals, Sections 6.1, 6.3.1 or 6.4 or other provision of this Agreement which expressly authorize City to make such pertinent changes, no ordinance, policy, rule, regulation, decision or any other City action, or any initiative or referendum voted on by the public, which would be applicable to the Project and which would affect in any way the rate of development, construction and build out of the Project, or limit the Project's ability to receive any other City service shall be applicable to any portion of the Project during the term of this Agreement, whether such action is by ordinance, enactment, resolution, approval, policy, rule, regulation, decision or other action of City or by public initiative or referendum.

(c) City, through the exercise of either its police power or its taking power, whether by direct City action or initiative or referendum, shall not establish, enact or impose any additional conditions, dedications, fees or other exactions, policies, standards, laws or regulations, which directly relate to the development of the Project except as provided in Sections 6.1, 6.3.1, or 6.4 herein or other provision of this Agreement which expressly allows City to make such changes. Nothing herein prohibits the Project from being subject to a (i) City-wide bond issue, (ii) City-Wide special or general tax, or (iii) special assessment for the construction or maintenance of a City-wide facility as may be voted on by the electorate or otherwise enacted; provided that such tax, assessment or measure is City-wide in nature, does not discriminate against the land within the Project and does not distinguish between developed and undeveloped parcels.

(d) This Agreement shall not be construed to limit the authority of City to charge processing fees for land use approvals, public facilities fees and building permits as they relate to plumbing, mechanical, electric or fire code permits, or other similar permits and entitlements which are in force and effect on a city-wide basis at the time those permits are applied for, except to the extent any such processing regulations would be inconsistent with this Agreement.

(e) Notwithstanding subdivision (b), the City may condition or deny a permit, approval, extension, or entitlement if it determines any of the following:

(1) A failure to do so would place the residents of the Project or the immediate community, or both, in a condition dangerous to their health or safety, or both.

(2) The condition or denial is required in order to comply with state or federal law (see Section 7.3).

#### **6.4. Additional Conditions.**

##### **6.4.1. Timing of Dedications and Improvements of Parks**

Landowner agrees to dedicate park land and complete construction of all the park improvements as described and set forth in the Project Approvals at its sole cost and expense. The lists of the parks and park improvements contemplated herein is set forth in Exhibit "I" and

Exhibit "J". Landowner and City agree that the provision of land and the construction of all park facilities and installation of equipment within the Project boundaries will satisfy Landowner's Quimby Act obligations as set forth in Lodi Municipal Code Chapter. Therefore, Landowner shall not be obligated to pay any additional park fees and Landowner shall not be entitled to any credit for the value of the improvements constructed or equipment installed except as provided hereinbelow. The phasing of such improvements shall be in compliance with the Phasing Schedule included in Exhibit I.

With regards to the park improvements listed in Exhibit J, prior to approval by the City of the first tentative subdivision map, Landowner shall prepare plans and specifications for all park improvements included in the Project Approvals and submit those plans and specifications to the City for review and approval which approval will not be unreasonably withheld provided that the plans and specifications contain all park improvements listed in Exhibit J and satisfy all applicable conditions of approval included in the Project Approvals. The Landowner shall construct the parks in compliance with the approved plans and specifications. The City will inspect improvements during construction. If improvements are of poor quality and/or do not meet the requirements of approved plans and specifications, the City will notify the Landowner in writing and the Landowner, at its sole cost, shall correct any errors or deficiencies. The Landowner shall construct the parks to the satisfaction of the City, which shall be defined as compliance with the approved plans and specifications.

As part of the park improvements identified herein, Landowner is obligated to offer for dedication to the City for a period of six years, five acres of land located at West of Lower Sacramento Road, North of Vine Street and as depicted in the Westside Facilities Master Plan for park uses including a possible aquatic center. Upon acceptance of the dedication by the City, which must occur within six years after the offer of dedication is made, the City shall, for the remaining term of this Agreement and at the time of City approval of any development project located in the area south of West Vine Street, north of Highway 12, and west of North Lower Sacramento Road ("Adjacent Property"), impose a requirement that the developer of the Adjacent Parcel pay the City an amount equal to the reasonable actual costs incurred for park land and related construction costs by Landowner for parks developed within the Project in excess of the minimum amount of park dedication required by the Lodi Municipal Code and which the developer of the "Adjacent Parcel" uses to satisfy its park dedication requirements. The parties agree that they shall calculate the any potential credit payable by the developer of the Adjacent Property pursuant to this paragraph prior to approval for the first tentative subdivision map for the Property. Upon receipt of the that payment, City shall either pay that amount to Landowner or credit that amount against any outstanding fee payable by Landowner.

#### **6.4.2.            Rehabilitation of Existing Residential Units**

Landowner agrees that within ten years of the Effective Date of this Agreement, Landowner shall either rehabilitate or pay the costs (for a total value of \$1,250,000) of rehabilitating up to a maximum of twenty-five (25) single-family or multi-family residential units within the area bounded by the Union Pacific railroad tracks, Cherokee Lane, Kettleman Lane and Lockford Street. To satisfy this obligation, Landowner may pay to rehabilitate residential units owned by

others or may purchase, rehabilitate and sell or rent said residential units. The City shall have the right to approve the residential units selected for rehabilitation; said approval shall not be unreasonably withheld by the City.

The improvements required herein to facilitate rehabilitation of residential units may include landscaping, painting, roof repair, replacement of broken windows, sidewalk repairs, non-structural architectural improvements, and demolition and reconstruction of residential units. All work performed pursuant to this section shall be done pursuant to properly issued building permits as required by City of Lodi ordinances. As part of the annual review required pursuant to Section 13, Landowner shall report on work completed during the prior year towards meeting the obligations set forth in this paragraph.

In the event that Landowner has not satisfied this obligation within ten years from the Effective Date, Landowners shall pay the City fifty thousand dollars (\$50,000) per residential unit for each of the twenty-five (25) units that have not been rehabilitated as set forth above. The funds paid shall be placed in a dedicated city fund to be used for housing rehabilitation grants or loans within the area specified hereinabove.

#### **6.4.3. Payment for Promotion of Economic Development**

Within ten (10) years of the Effective Date of this Agreement, Landowner shall pay the City Two Hundred Twenty-Six Thousand U.S. dollars (\$226,000) for use by the City for economic development actions including job creation, promoting retail sales and/or wine industry tourism all as determined by the City. The purpose of this payment is to assist the City in its effort to maintain a balance between employment and housing demands.

**6.4.4 Payment of Utility Exit Fees** The Lodi Electric Utility is a city-owned and operated utility that provides electrical utility services for residential, commercial and industrial customers in Lodi. As the proposed project sites would be annexed to the City of Lodi, the Lodi Electric Utility would provide electrical utility services to the project site. To the extent that Landowner is assessed "exit fees," also known as "Cost Responsibility Surcharges," by Pacific Gas & Electric for its departing load, Landowner shall pay said fees when they are due. Landowner may, at its option and at its own cost, request a Cost Responsibility Surcharge Exemption from the California Energy Commission for any qualified departing load pursuant to Title 20, California Code of Regulations, Section 1395, et. seq. Forms for the exemption are available on-line at [http://www.energy.ca.gov/exit\\_fees/documents/2004-02-18\\_PGE\\_EXEMP\\_APPL.PDF](http://www.energy.ca.gov/exit_fees/documents/2004-02-18_PGE_EXEMP_APPL.PDF) City makes no representation that Landowner is eligible for exemptions pursuant to these regulations. Landowner agrees to save, defend, indemnify and hold harmless City from any and all costs, judgments or awards owed to Pacific Gas & Electric arising out of or related to City's provision of electrical utility services to the project site.

#### **6.4.5 Maintenance of Specified Public Improvements**

Landowner agrees to provide or pay for all park, median strip, and other landscaping maintenance and repairs for two years for lands dedicated by the Landowner to the City and

accepted by the City. In the event that Landowner chooses to pay the City for the costs of maintenance and repair, the City shall provide an estimate of the annual costs and the Landowner shall pay the full amount within thirty calendar days after the City by U.S. Mail or email, transmits the estimate to the Landowner. If the amount paid to the City exceeds the actual amount incurred by the City plus reasonable staff costs to administer the contract, the City shall, within a reasonable period of time, refund the difference to the Landowner.

**6.4.6**                    **Payment for Fire Department Facilities, Equipment and Apparatus**

In addition to any applicable development impact for fire services, within ten years of the Effective Date of this Agreement, Landowner shall pay Two Million Six Hundred Thousand U.S. dollars (\$2,600,000) to the City for use to acquire additional facilities, equipment and apparatus for the Lodi Fire Department.

Landowner acknowledges that City will enter into contracts to acquire the facilities, equipment and apparatus. As consideration for City's agreement to authorize payment in installment payments, Landowner agrees to provide a letter of credit payable to the City, in a form reasonably acceptable to the City Attorney, in an amount sufficient to cover the amount due herein. City agrees that Landowner may substitute a letter of credit, in a form reasonably acceptable to the City Attorney, for a lesser amount upon payment of any portion of the amount due herein. Upon delivery of such replacement letter of credit and its approval as to form by the City Attorney, the City will release and convey to Landowner the prior letter of credit.

**6.4.7**                    **Reserved.**

**6.4.8 Water Treatment and/or Percolation Cost** Landowner shall pay a fee based on the proportionate share of the costs of designing and constructing a water treatment system and/or percolation system for treatment of water acquired by the City from the Woodbridge Irrigation District. Landowner shall pay the fee as required under the fee program to be development by the City, but in no event later than when water service connection for each residential, office and commercial unit is provided.

**6.4.9 Public Art on Property**                    Within ten (10) years of the Effective Date of this Agreement, Landowner shall obtain City approval for and install public art on the Project. The value of the public art installed shall be equal to One Hundred Fifty Thousand U.S. dollars (\$150,000) inclusive of design and installation costs, which together shall not exceed \$10,000. The public art shall be installed in a place within the Project that is visible from the public right-of-way or from an area or areas that provides public access. Landowner shall provide maintenance of the public art. Landowner shall be eligible to apply for City matching grant for the public art up to a maximum amount of \$40,000. The parties agree that any matching grant provided by the City shall be in addition to the \$150,000 contribution provided by Landowner pursuant to the section and shall be subject to any and all conditions normally imposed as part of the issuance of a grant by the City.

**6.4.10 Utility Line Extension** City is preparing a policy pursuant to which property developed will pay the actual costs of capital improvements necessary to extend utility services to a development. Landowner acknowledges that such an extension is necessary to implement the Project Approvals on the Property. Landowner agrees to pay the City, pursuant to the policy to be adopted by the City, the costs of the capital improvements necessary to extend utility services to the Property.

**6.4.11 Improvements to be Designed and Constructed by Landowner Within or Adjacent to the Project Boundaries**

The Project Approvals require the installation of specified public and private improvements. Landowner shall, as specified in the Project Approvals, either design, engineer and construct the following improvements or pay the City the appropriate fee for the design, engineering and construction of said improvements. The obligations imposed on the Landowner herein shall be in addition to any other obligations set forth in this Agreement.

In the event that any of Developer's improvements encroach upon any city facilities, property or rights of way, developer shall indemnify City against any and all expenses, including legal fees, incurred by the City to secure replacement facilities, property or rights of way.

..

**6.4.11.1 Surface Water Facilities**

Transmission Main (Proportionate share of the total design, engineering and construction costs).

Storage Tank (Proportionate share of the total design, engineering and construction costs).

**6.4.11.2 Water Supply Facilities**

One new water well to cover proposed development within the Southwest Gateway and Westside development areas. The well will be installed in the Southwest Gateway area at the location identified in the Project Approvals or approved by the City Engineer. This condition may be satisfied by the installation of the well pursuant the requirement set forth in Section 6.4.7.2 of the FCB Southwest Gateway Development Agreement provided that adequate flow capacity is provided for the development authorized as part of the Westside and Southwest Gateway Project Approvals. The well shall be installed and operational on or before January 1, 2010 or earlier if otherwise required by the Water Master Plan.

**6.4.11.3 Water Distribution Facilities**

All water pipes and related infrastructure in all streets.

Any interim or temporary facilities as determined necessary by the Public Works Director.

**6.4.11.4 Sewer Collection Facilities**

All sewer pipes and related infrastructure in all streets.  
Any interim or temporary facilities as determined necessary by the Public Works Director.

#### **6.4.11.5 Recycled Water Facilities**

All recycled water pipes and related infrastructure for irrigations systems located in or on streets, public and private school sites (to property boundary line only), places of assembly including but not limited to religious facilities (to property boundary line only), and high density residential sites.

Provide up to a maximum of \$50,000 to partially fund the City of Lodi Recycled Water Master Plan Study.

#### **6.4.11.6 Storm Drainage Facilities**

All stormwater pipes and related infrastructure in all streets and basins.

All stormwater detention basins, control structures, pumping facilities and appurtenant piping and controls.

Any interim or temporary facilities as determined necessary by the Public Works Director.

Developer will be entitled to apply for reimbursement under Lodi Municipal Code Chapter 16.40 for benefit received by undeveloped properties as a result of the construction of the improvements required by this paragraph. Without limiting in any manner, the City Council's future exercise of its legislative discretion in the public hearing called for by Chapter 16.40, the parties anticipate that the benefited properties will be those set forth in Exhibit J. The parties also expressly acknowledge the final determination of benefited properties shall be determined pursuant to process set forth in Chapter 16.40.

#### **6.4.11.7 Streets and Roads**

Design and construct all streets within the Project Boundary as set forth in the Project Approvals.

Reconstruct Lodi Avenue west of Lower Sacramento Road to western project boundary.

Reconstruct Tokay Ave./Lower Sacramento Road intersection to accommodate wider street sections.

Pay Fair Share Cost payments for traffic mitigation measures identified in the Lodi Annexation Environmental Impact Report that are not projects within the Streets & Roads Fee Program.

With regard to the requirement to construct streets and roads, for sections of such streets and roads that are not wholly within the project site, necessary to satisfy the obligations set forth in this Agreement and the Project Approvals, Landowner will use its best efforts to acquire all necessary real property interests including, but not limited to, (1) submitting formal offer letters to all persons or entities who own or lease said property, (2) diligently pursuing implementation of any purchase agreement, (3) paying all amounts required pursuant to the purchase agreement in a timely manner consistent with the terms of the purchase agreement and will

then construct the streets or roads in compliance with the Project Approvals and any subsequent subdivisions maps. In the event Landowner is not able after its best efforts to acquire any necessary property, City and Landowner agree that City will consider all actions necessary to form an assessment district to provide the funds necessary for the City to acquire the necessary property, including through eminent domain as necessary, and Landowner agrees that upon the City complying with all requirements for consideration of formation of assessment district, Landowner shall, for all property within the proposed district that it owns or possesses the legal authority to vote on behalf of, vote in favor of formation of the assessment district. The parties agree that items to be included within the costs to be funded by the assessment district shall include, but not be limited to all costs, including attorneys fees necessary to acquire the necessary property interests, all design and engineering costs and all constructions costs.

Developer will be entitled to apply for reimbursement under Lodi Municipal Code Chapter 16.40 for benefit received by undeveloped properties as a result of the construction of the improvements required by this paragraph. Without limiting in any manner, the City Council's future exercise of its legislative discretion in the public hearing called for by Chapter 16.40, the parties anticipate that the benefited properties will be those set forth in Exhibit K. The parties also expressly acknowledge the final determination of benefited properties shall be determined pursuant to process set forth in Chapter 16.40.

**6.4.12 Hutchins Street Square Endowment** Within ten (10) years of the Effective Date of this Agreement, Landowner shall pay the City Three Hundred Thousand U.S. Dollars (\$300,000) as an endowment for the maintenance and operations of costs of Hutchins Street Square.

**6.4.13 Agreement with Citizens for Open Government** Landowner shall comply with the terms of the Agreement to Amend Westside Development Agreement dated December 4, 2006 by and between the City, Citizens for Open Government and Landowner, a copy of which is attached hereto as Exhibit L and incorporated herein by reference.

## **6.5 Annexation**

The ability to proceed with development of the Property pursuant to the Project Approvals shall be contingent upon the annexation of the Property into the City. Pending such annexation, Landowner may, at its own risk, process tentative parcel maps and tentative subdivision maps and improvement or construction plans and City may conditionally approve such tentative maps and/or improvement plans in accordance with the Entitlements, provided City shall not approve any final parcel map or final subdivision map for recordation nor approve the issuance of any grading permit for grading any portion of the Property or building permit for any structure within the Property prior to the annexation of the Property to the City.

City shall use its best efforts and due diligence to initiate such annexation process, obtain the necessary approvals and consummate the annexation of the Property into the City, including entering into any annexation agreement that may be required in relation thereto,



subject to the City's review and approval of the terms thereof. Landowner shall be responsible for the costs reasonably and directly incurred by the City to initiate, process and consummate such annexation, the payment of which shall be due in advance, based on the City's estimate of such cost, and thereafter as and when the City provides an invoice(s) for additional costs incurred by City therefore in excess of such estimate.

## **7. Applicable Rules, Regulations, Fees and Official Policies.**

**7.1. Rules Regarding Permitted Uses** Except as provided in this Agreement, the City's ordinances, resolutions, rules, regulations and official policies governing the permitted uses of the Property, the density and intensity of use, the rate timing and sequencing of development, the maximum height and size of proposed buildings, and provisions for reservation and dedication of land shall be those in force on the Effective Date of this Agreement. Except as provided in Section 8.2, this Agreement does not vest Landowner's rights to pay development impact fees, exactions and dedications, processing fees, inspection fees, plan checking fees or charges.

**7.2. Rules Regarding Design and Construction.** The Project has been designed as a Planned Development pursuant to Chapter 17.33 of the Lodi Municipal Code. Design, improvements and construction standards shall be as set forth in Project Approvals including the Development Plan, and shall be vested for the term of this Agreement. Unless otherwise provided within the Development Plan or expressly provided in this Agreement, all other ordinances, resolutions, rules, regulations and official policies governing design, improvement and construction standards and specifications applicable to the Project and to public improvements to be constructed by the Landowner shall be those in force and effect at the time the applicable permit approval is granted.

**7.3. Changes in State or Federal Law.** This Agreement shall not preclude the application to development of the Property of changes in City laws, regulations, plans or policies, the terms of which are specifically mandated and required by changes in State or Federal laws or regulations. These changes may include any increase in an existing fee or imposition of a new fee that are necessary for the City or Landowner to comply with changes in State or Federal laws or regulations, including but not limited to sewer, water and stormwater laws or regulations.

**7.4. Uniform Codes Applicable.** Unless otherwise expressly provided in this Agreement, the Project shall be constructed in accordance with the provisions of the Uniform Building, Mechanical, Plumbing, Electrical and Fire Codes, City standard construction specifications, and Title 24 of the California Code of Regulations, relating to Building Standards, in effect at the time of approval of the appropriate building, grading, encroachment or other construction permits for the Project. If no permits are required for infrastructure improvements, such improvements will be constructed in accordance with the provisions of the Uniform Building, Mechanical, Plumbing, Electrical and Fire Codes, City standard construction specifications, and Title 24 of the California Code of Regulations, relating to Building Standards, in effect at the start of construction of such infrastructure.

**8. Existing Fees, Newly Enacted Fees, Dedications, Assessments and Taxes.**

**8.1. Processing Fees and Charges.** Landowner shall pay those processing, inspection, and plan check fees and charges required by City under then current regulations for processing applications and requests for permits, approvals and other actions, and monitoring compliance with any permits issued or approvals granted or the performance of any conditions with respect thereto or any performance required of Landowner hereunder.

**8.2. Existing Fees, Exactions and Dedications** Landowner shall be obligated to provide all dedications and exactions and pay all types of fees as required for the types of development authorized by the Project Approvals as of the Effective Date of this Agreement. With regards any fees applicable to residential development, the Parties agree that the fees shall be payable at the earliest time authorized pursuant to the Government Code Section 66007 as it exists as of the Effective Date of this Agreement. The specific categories of fees payable are listed below. The dedication and exaction obligations and fee amounts payable shall be those obligations and fee amounts applicable (indexed as set forth hereinbelow) as of the date that the Landowner's application for the applicable vesting tentative map is deemed complete. For any development for which the Landowner has not submitted a vesting tentative map, the dedication and exaction obligations and fee amounts payable shall be those obligations and fee amounts applicable (indexed as set forth hereinbelow) as of the date the final discretionary approval for that development is granted by the City.

Standard City Development Impact Fees Payable by the Landowner include:

1. Development Impact Fees (Lodi Municipal Code Chapter 15.64)
2. San Joaquin County Regional Transportation Impact Fee (Lodi Municipal Code Chapter 15.65)
3. County Facilities Fee (Lodi Municipal Code Chapter 15.66)
4. San Joaquin County Multi-Species Habitat Conservation and Open Space Development Fee (Lodi Municipal Code Chapter 15.68)

Any existing fees may be increased during the term of this Agreement provided that such increases are limited to annual indexing (i.e. per the Engineering News Record Index, or the CPI, or other index utilized by the City) and as provided in current fee ordinances. The initial adjustment shall be effective as of four years after the Effective Date of the Agreement and shall be calculated based on the difference in the applicable index from the numerical rate at the end of the month following the third year after the Effective Date and the numerical rate at the end of the month following the fourth year after the Effective Date. All subsequent increases shall be based on the annual change in the applicable index. Notwithstanding the preceding sentence, index adjustments to the fees set forth in subsections 2, 3 and 4 of this section shall be effective annually as set forth in the relevant ordinances and resolutions. Moreover, Landowner will be subject to the indexing called for above even if Landowner has filed a complete application for a Vesting Tentative Map and will not vest against such indexing until payment of the fees as called for in this Agreement.

### **8.3. New Development Impact Fees, Exactions and Dedications.**

Landowner agrees to pay the development fees identified in Section 6.1, including specifically subsections 6.1.1 through 6.1.4, of this Agreement. With regards any fees applicable to residential development, the Parties agree that the fees shall be payable at the earliest time authorized pursuant to the Government Code Section 66007 as it exists as of the Effective Date of this Agreement.

Except as expressly provided herein, Landowner shall not be obligated to pay or provide any development impact fees, connection or mitigation fees, or exactions adopted by City after the Effective Date of this Agreement. Notwithstanding this limitation, Landowner may at its sole discretion elect to pay or provide any fee or exaction adopted after the Effective Date of this Agreement.

**8.4. Fee Reductions** To the extent that any fees payable pursuant to the requirements of Sections 8.1 are reduced after the operative date for determining the fee has occurred, the Landowner shall pay the reduced fee amount.

## **9. Community Facilities District. Formation of a Community Facilities District for Public Improvements and Services.**

**9.1. Inclusion in a Community Facilities District.** Landowner agrees to cooperate in the formation of a Community Facilities District pursuant to Government Code Section 53311 et seq. to be formed by the City. The boundaries of the area of Community Facilities District shall be contiguous with the boundaries of the Property excluding the portion of land zoned for commercial or office development. Landowner agrees not to protest said district formation and agrees to vote in favor of levying a special tax on the Property in an amount not to exceed \$600 per year per single family attached or detached residential dwelling unit and \$175 per year for each attached multi-family rental unit as adjusted herein. The special tax shall be initiated for all residential dwelling units for which a building permit is issued, and shall commence to be levied beginning the subsequent fiscal year after the building permit is issued. Landowner acknowledges that the 2007-2008 special tax rate for the units in the Project will not exceed \$600 per single family attached or detached dwelling unit and \$175 per year for each attached multi-family rental unit and that the special tax shall increase each year by 2% in perpetuity. A vote by Landowner against the levying of the special tax or a vote to repeal or amend the special tax shall constitute an event of default under this Agreement.

**9.2. Use of Community Facilities District Revenues** Landowner and City agree that the improvements and services that may be provided with the special tax levied pursuant to Section 9.1 may be used for the following improvements and services:

- a. Police protection and criminal justice services;
- b. Fire protection, suppression, paramedic and ambulance services;
- c. Recreation and library program services;
- d. Operation and maintenance of museums and cultural facilities;

- e. Maintenance of park, parkways and open space areas dedicated to the City;
- f. Flood and storm protection services;
- g. Improvement, rehabilitation or maintenance of any real or personal property that has been contaminated by hazardous substances;
- h. Purchase, construction, expansion, improvement, or rehabilitation of any real or tangible property with useful life of more than five years; and,
- i. Design, engineering, acquisition or construction of public facilities with a useful life of more than five years including:
  - 1. Local park, recreation, parkway and open-space facilities,
  - 2. Libraries,
  - 3. Childcare facilities,
  - 4. Water transmission and distribution facilities, natural gas, telephone, energy and cable television lines, and
  - 5. Government facilities.

Landowner and City agree that Property does not presently receive any of these services from the City and that all of these services are new services.

**9.3. Community Facilities District for Residential Property - Financing.**

In addition to the funding provided as part of the Community Facilities District identified in Section 9.1, City acknowledges that Landowner may desire to finance the acquisition or construction of a portion of the improvements described in Section 8.2 through the Community Facilities District. The costs associated with the items identified in Section 8.2 shall be in addition to the annual cost imposed to comply with Section 9.1. The following provisions shall apply to any to the extent that the Landowner desires to fund any of the improvements set forth in Section 8.2 through the Community Facilities District:

- 9.3.1      Issuance of Bonds.** City and Landowner agree that, with the consent of Landowner, and to the extent permitted by law, City and Landowner shall use their best efforts to cause bonds to be issued in amounts sufficient to achieve the purposes of this Section.
- 9.3.2      Payment Prior to Issuance of Bonds.** Nothing in this Agreement shall be construed to preclude the payment by an owner of any of the parcels to be included within the CFD of a cash amount equivalent to its proportionate share of costs for the improvements identified in Section 8.2, or any portion thereof, prior to the issuance of bonds.
- 9.3.3      Private Financing.** Nothing in this Agreement shall be construed to limit Landowner's option to install the improvements through the use of private financing.

**9.3.4**

**Acquisition and Payment.** City agrees that it shall use its best efforts to allow and facilitate monthly acquisition of completed improvements or completed portions thereof, and monthly payment of appropriate amounts for such improvements to the person or entity constructing improvements or portions thereof, provided City shall only be obligated to use CFD bond or tax proceeds for such acquisitions.

**10. Processing of Subsequent Development Applications and Building Permits**

Subject to Landowner's compliance with the City's application requirements including, specifically, submission of required information and payment of appropriate fees, and assuming Landowner is not in default under the terms and conditions of this Agreement, the City shall process Landowner's subsequent development applications and building permit requests in an expeditious manner. In addition, City agrees that upon payment of any required City fees or costs, City will designate or retain, as necessary, appropriate personnel and consultants to process Landowner's development applications and building permit requests City approvals in an expeditious manner.

**11. Reserved**

**11. Amendment or Cancellation.**

**11.1. Modification Because of Conflict with State or Federal Laws.** In the event that State or Federal laws or regulations enacted after the Effective Date of this Agreement prevent or preclude compliance with one or more provisions of this Agreement or require changes in plans, maps or permits approved by the City, the parties shall meet and confer in good faith in a reasonable attempt to modify this Agreement to comply with such federal or State law or regulation. Any such amendment or suspension of the Agreement shall be approved by the City Council in accordance with the Municipal Code and this Agreement.

**11.2. Amendment by Mutual Consent.** This Agreement may be amended in writing from time to time by mutual consent of the parties hereto and in accordance with the procedures of State law and the Municipal Code.

**11.3. Insubstantial Amendments.** Notwithstanding the provisions of the preceding Section 11.2, any amendments to this Agreement which do not relate to (a) the term of the Agreement as provided in Section 5.2; (b) the permitted uses of the Property as provided in Sections 6.2 and 7.1; (c) provisions for reservation or dedication of land; (d) the location and maintenance of on-site and off-site improvements; (e) the density or intensity of use of the Project; (f) the maximum height or size of proposed buildings or (g) monetary contributions by Landowner as provided in this Agreement shall not, except to the extent otherwise required by law, require notice or public hearing before either the Planning Commission or the City Council before the parties may execute an amendment hereto.

**11.4. Amendment of Project Approvals.** Any amendment of Project Approvals relating to: (a) the permitted use of the Property; (b) provision for reservation or dedication of land; (c) the density or intensity of use of the Project; (d) the maximum height or size of proposed buildings; (e) monetary contributions by the Landowner; (f) the location and maintenance of on-site and off-site improvements; or (g) any other issue or subject not identified as an "insubstantial amendment" in Section 11.3 of this Agreement, shall require an amendment of this Agreement. Such amendment shall be limited to those provisions of this Agreement, which are implicated by the amendment of the Project Approval. Any other amendment of the Project Approval(s) shall not require amendment of this Agreement unless the amendment of the Project Approval(s) relates specifically to some provision of this Agreement.

**11.5. Cancellation by Mutual Consent.** Except as otherwise permitted herein, this Agreement may be canceled in whole or in part only by the mutual consent of the parties or their successors in interest, in accordance with the provisions of the Municipal Code. Any fees paid pursuant to this Agreement prior to the date of cancellation shall be retained by City.

**12. Term of Project Approvals.** Pursuant to California Government Code Section 66452.6(a), the term of any parcel map or tentative subdivision map shall automatically be extended for the term of this Agreement.

**13. Annual Review.**

**13.1. Review Date.** The annual review date for this Agreement shall occur either within the same month each year as the month in which the Agreement is executed or the month immediately thereafter.

**13.2. Initiation of Review.** The City's Planning Director shall initiate the annual review by giving to Landowner written notice that the City intends to undertake such review. Within thirty (30) days of City's notice, Landowner shall provide evidence to the Planning Director to demonstrate good faith compliance with the Development Agreement. The burden of proof, by substantial evidence of compliance, is upon the Landowner. The City's failure to timely initiate the annual review is not deemed to be a waiver of the right to do so at a later date; accordingly, Landowner is not deemed to be in compliance with the Agreement by virtue of such failure to timely initiate review.

**13.3. Staff Reports.** City shall deposit in the mail to Landowner a copy of all staff reports, and related Exhibits, concerning contract performance at least three (3) days prior to any annual review.

**13.4. Costs.** Costs reasonably incurred by the City in connection with the annual review shall be paid by Landowner in accordance with the City's schedule of fees and billing rates in effect at the time of review.

**13.5. Non-compliance with Agreement; Hearing.** If the Planning Director determines, on the basis of substantial evidence, that Landowner has not complied in good faith

with the terms and conditions of the Agreement during the period under review, the City Council, upon receipt of any report or recommendation from the Planning Commission, may initiate proceedings to modify or terminate the Agreement, at which time an administrative hearing shall be conducted, in accordance with the procedures of State law. As part of that final determination, the City Council may impose conditions that it considers necessary and appropriate to protect the interest of the City.

**13.6. Appeal of Determination.** The decision of the City Council as to Landowner's compliance shall be final, and any Court action or proceeding to attack, review, set aside, void or annul any decision of the determination by the Council shall be commenced within thirty (30) days of the final decision by the City Council.

**14. Default.** Subject to any applicable extension of time, failure by any party to substantially perform any term or provision of this Agreement required to be performed by such party shall constitute a material event of default ("Event of Default"). For purposes of this Agreement, a party claiming another party is in default shall be referred to as the "Complaining Party," and the party alleged to be in default shall be referred to as the "Party in Default." A Complaining Party shall not exercise any of its remedies as the result of such Event of Default unless such Complaining Party first gives notice to the Party in Default as provided in Section 15.1.1, and the Party in Default fails to cure such Event of Default within the applicable cure period.

**14.1. Procedure Regarding Defaults.**

**14.1.1. Notice.** The Complaining Party shall give written notice of default to the Party in Default, specifying the default complained of by the Complaining Party. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default.

**14.1.2. Cure.** The Party in Default shall diligently endeavor to cure, correct or remedy the matter complained of, provided such cure, correction or remedy shall be completed within the applicable time period set forth herein after receipt of written notice (or such additional time as may be deemed by the Complaining Party to be reasonably necessary to correct the matter).

**14.1.3. Failure to Assert.** Any failures or delays by a Complaining Party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delays by a Complaining Party in asserting any of its rights and remedies shall not deprive the Complaining Party of its right to institute and maintain any actions or proceedings, which it may deem necessary to protect, assert, or enforce any such rights or remedies.

**14.1.4. Notice of Default.** If an Event of Default occurs prior to exercising any remedies, the Complaining Party shall give the Party in Default written notice of such default. If the default is reasonably capable of being cured within thirty (30) days, the Party in Default shall have such period to effect a cure prior to exercise of remedies by the

Complaining Party. If the nature of the alleged default is such that it cannot, practicably be cured within such thirty (30) day period, the cure shall be deemed to have occurred within such thirty (30) day period if: (a) the cure shall be commenced at the earliest practicable date following receipt of the notice; (b) the cure is diligently prosecuted to completion at all times thereafter; (c) at the earliest practicable date (in no event later than thirty (30) days after the curing party's receipt of the notice), the curing party provides written notice to the other party that the cure cannot practicably be completed within such thirty (30) day period; and (d) the cure is completed at the earliest practicable date. In no event shall Complaining Party be precluded from exercising remedies if a default is not cured within ninety (90) days after the first notice of default is given.

**14.1.5. Legal Proceedings.** Subject to the foregoing, if the Party in Default fails to cure a default in accordance with the foregoing, the Complaining Party, at its option, may institute legal proceedings pursuant to this Agreement or, in the event of a material default, terminate this Agreement. Upon the occurrence of an Event of Default, the parties may pursue all other remedies at law or in equity, which are not otherwise provided for or prohibited by this Agreement, or in the City's regulations if any governing development agreements, expressly including the remedy of specific performance of this Agreement.

**14.1.6. Effect of Termination.** If this Agreement is terminated following any Event of Default of Landowner or for any other reason, such termination shall not affect the validity of any building or improvement within the Property which is completed as of the date of termination, provided that such building or improvement has been constructed pursuant to a building permit issued by the City. Furthermore, no termination of this Agreement shall prevent Landowner from completing and occupying any building or other improvement authorized pursuant to a valid building permit previously issued by the City that is under construction at the time of termination, provided that any such building or improvement is completed in accordance with said building permit in effect at the time of such termination.

**15. Estoppel Certificate.** Either Party may, at any time, and from time to time, request written notice from the other Party requesting such Party to certify in writing that, (a) this Agreement is in full force and effect and a binding obligation of the Parties; (b) this Agreement has not been amended or modified either orally or in writing, or if so amended, identifying the amendments; and (c) to the knowledge of the certifying Party the requesting Party is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature and amount of any such defaults. A Party receiving a request hereunder shall execute and return such certificate within thirty (30) days following the receipt thereof, or such longer period as may reasonably be agreed to by the Parties. City Manager of City shall be authorized to execute any certificate requested by Landowner. Should the party receiving the request not execute and return such certificate within the applicable period, this shall not be deemed to be a default.

**16. Mortgagee Protection; Certain Rights of Cure.**

**16.1. Mortgagee Protection.** This Agreement shall be superior and senior to any lien placed upon the Property, or any portion thereof after the date of recording this



Agreement, including the lien for any deed of trust or mortgage ("Mortgage"). Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value, but all the terms and conditions contained in this Agreement shall be binding upon and effective against any person or entity, including any deed of trust beneficiary or mortgagee ("Mortgagee") who acquires title to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise.

**16.2. Mortgagee Not Obligated.** Notwithstanding the provisions of Section 17.1 above, no Mortgagee shall have any obligation or duty under this Agreement, before or after foreclosure or a deed in lieu of foreclosure, to construct or complete the construction of improvements, or to guarantee such construction of improvements, or to guarantee such construction or completion, or to pay, perform or provide any fee, dedication, improvements or other exaction or imposition; provided, however, that a Mortgagee shall not be entitled to devote the Property to any uses or to construct any improvements thereon, authorized by the Project Approvals or by this Agreement, unless Mortgagee agrees to and does construct or complete the construction of improvements, or guarantees such construction of improvements, or pays, performs or provides any fee, dedication, improvements or other exaction or imposition as required by the Project Approvals.

**16.3. Notice of Default to Mortgagee and Extension of Right to Cure.** If City receives notice from a Mortgagee requesting a copy of any notice of default given Landowner hereunder and specifying the address for service thereof, then City shall deliver to such Mortgagee, concurrently with service thereon to Landowner, any notice given to Landowner with respect to any claim by City that Landowner has committed an Event of Default. Each Mortgagee shall have the right during the same period available to Landowner to cure or remedy, or to commence to cure or remedy, the Event of Default claimed set forth in the City's notice. City, through its City Manager, may extend the cure period provided in Section 15.1.2 for not more than an additional sixty (60) days upon request of Landowner or a Mortgagee.

**17. Severability.** Except as set forth herein, if any term, covenant or condition of this Agreement or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons, entities or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law; provided, however, if any provision of this Agreement is determined to be invalid or unenforceable and the effect thereof is to deprive a Party hereto of an essential benefit of its bargain hereunder, then such Party so deprived shall have the option to terminate this entire Agreement from and after such determination.

**18. Applicable Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of California.

**19. Attorneys' Fees and Costs in Legal Actions By Parties to the Agreement.** Should any legal action be brought by either party for breach of this Agreement or to enforce

any provisions herein, the prevailing party to such action shall be entitled to reasonable attorneys' fees, court costs, and such other costs as may be fixed by the Court.

**20. Attorneys' Fees and Costs in Legal Actions By Third Parties to the Agreement and Continued Permit Processing.** If any person or entity not a party to this Agreement initiates an action at law or in equity to challenge the validity of any provision of this Agreement or the Project Approvals, the parties shall cooperate and appear in defending such action. Landowner shall bear its own costs of defense as a real party in interest in any such action. Landowner shall reimburse City on an equal basis for all reasonable court costs and attorneys' fees expended by City in defense of any such action or other proceeding and shall pay any attorneys fees and costs that may be awarded to the third party or parties. The City agrees that in the event an action at law or in equity to challenge the validity of the Project Approvals is filed by a third party other than by a state or federal agency, the City will continue to process and approve permit applications that are consistent with and comply with the Project Approvals unless a court enjoins further processing of permit applications and issuance of permits.

**21. Transfers and Assignments.** From and after recordation of this Agreement against the Property, Landowner shall have the full right to assign this Agreement as to the Property, or any portion thereof, in connection with any sale, transfer or conveyance thereof, and upon the express written assignment by Landowner and assumption by the assignee of such assignment in the form attached hereto as Exhibit G, and the conveyance of Landowner's interest in the Property related thereto, Landowner shall be released from any further liability or obligation hereunder related to the portion of the Property so conveyed and the assignee shall be deemed to be the "Landowner," with all rights and obligations related thereto, with respect to such conveyed property. Prior to recordation of this Agreement, any proposed assignment of this Agreement by Landowner shall be subject to the prior written consent of the City Manager on behalf of the City and the form of such assignment shall be subject to the approval of the City Attorney, neither of which shall be unreasonably withheld.

**22. Agreement Runs with the Land.** Except as otherwise provided for in Section 15 of this Agreement, all of the provisions, rights, terms, covenants, and obligations contained in this Agreement shall be binding upon the parties and their respective heirs, successors and assignees, representatives, lessees, and all other persons acquiring the Property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever. All of the provisions of this Agreement shall be enforceable as equitable servitude and shall constitute covenants running with the land pursuant to applicable laws, including, but not limited to, Section 1468 of the Civil Code of the State of California. Each covenant to do, or refrain from doing, some act on the Property hereunder, or with respect to any owned property; (a) is for the benefit of such properties and is a burden upon such properties; (b) runs with such properties; and (c) is binding upon each party and each successive owner during its ownership of such properties or any portion thereof, and shall be a benefit to and a burden upon each party and its property hereunder and each other person succeeding to an interest in such properties.

**23. Bankruptcy.** The obligations of this Agreement shall not be dischargeable in bankruptcy.

**24. Indemnification.** Landowner agrees to indemnify, defend and hold harmless City, and its elected and appointed councils, boards, commissions, officers, agents, employees, and representatives from any and all claims, costs (including legal fees and costs) and liability for (1) any personal injury or property damage which may arise directly or indirectly as a result of any actions or inactions by the Landowner, or any actions or inactions of Landowner's contractors, subcontractors, agents, or employees in connection with the construction, improvement, operation, or maintenance of the Property and the Project, provided that Landowner shall have no indemnification obligation with respect to the gross negligence or willful misconduct of City, its contractors, subcontractors, agents or employees or with respect to the maintenance, use or condition of any improvement after the time it has been dedicated to and accepted by the City or another public entity (except as provided in an improvement agreement or maintenance bond) and (2) any additional mitigation required, including but not limited to payment of any mitigation fees that may be imposed, as a result of a lawsuit filed by a third party challenging or seeking to invalidate the Project Approvals.

**25. Insurance.**

**25.1. Public Liability and Property Damage Insurance.** At all times that Landowner is constructing any improvements that will become public improvements, Landowner shall maintain in effect a policy of comprehensive general liability insurance with a per-occurrence combined single limit of not less than two million (\$2,000,000) dollars and a deductible of not more than fifty thousand (\$50,000) dollars per claim. The policy so maintained by Landowner shall name the City as an additional insured and shall include either a severability of interest clause or cross-liability endorsement.

**25.2. Workers' Compensation Insurance.** At all times that Landowner is constructing any improvements that will become public improvements, Landowner shall maintain Workers' Compensation insurance for all persons employed by Landowner for work at the Project site. Landowner shall require each contractor and subcontractor similarly to provide Workers' Compensation insurance for its respective employees. Landowner agrees to indemnify the City for any damage resulting from Landowner's failure to maintain any such insurance.

**25.3. Evidence of Insurance.** Prior to commencement of construction of any improvements which will become public improvements, Landowner shall furnish City satisfactory evidence of the insurance required in Sections 26.1 and 26.2 and evidence that the carrier is required to give the City at least fifteen (15) days prior written notice of the cancellation or reduction in coverage of a policy. The insurance shall extend to the City, its elective and appointive boards, commissions, officers, agents, employees and representatives and to Landowner performing work on the Project.

**26. Excuse for Nonperformance.** Landowner and City shall be excused from performing any obligation or undertaking provided in this Agreement, except any obligation to pay any sum of money under the applicable provisions hereof, in the event and so long as the performance of any such obligation is prevented or delayed, retarded or hindered by act of God,

fire, earthquake, flood, explosion, action of the elements, war, invasion, insurrection, riot, mob violence, sabotage, inability to procure or general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, condemnation, requisition, laws, orders of governmental, civil, military or naval authority, or any other cause, whether similar or dissimilar to the foregoing, not within the control of the Party claiming the extension of time to perform. The Party claiming such extension shall send written notice of the claimed extension to the other Party within thirty (30) days from the commencement of the cause entitling the Party to the extension.

**27. Third Party Beneficiaries.** This Agreement is made and entered into for the sole protection and benefit of the Landowner and, the City and their successors and assigns. No other person shall have any right of action based upon any provision in this Agreement.

**28. Notices.** All notices required by this Agreement, the enabling legislation, or the procedure adopted pursuant to Government Code Section 65865, shall be in writing and delivered in person or sent by certified mail, postage prepaid.

Notice required to be given to the City shall be addressed as follows:

CITY OF LODI  
City Manager  
P.O. Box 3006  
Lodi, CA 95241-1910

Notice required to be given to the Landowner shall be addressed as follows:

FRONTIER COMMUNITY BUILDERS, INC.  
TOM DOUCETTE  
10100 TRINITY PARKWAY, SUITE 420  
STOCKTON, CA 95219

Either party may change the address stated herein by giving notice in writing to the other party, and thereafter notices shall be addressed and transmitted to the new address.

**29. Form of Agreement; Recordation; Exhibits.** Except when this Agreement is automatically terminated due to the expiration of the Term of the Agreement or the provisions of Section 5.3 (Automatic Termination Upon Completion and Sale of Residential Lot), the City shall cause this Agreement, any amendment hereto and any other termination of any parts or provisions hereof, to be recorded, at Landowner's expense, with the county Recorder within ten (10) days of the effective date thereof. Any amendment or termination of this Agreement to be recorded that affects less than all of the Property shall describe the portion thereof that is the subject of such amendment or termination. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This Agreement consists of 30 pages and 41 Exhibit pages, which constitute the entire understanding and agreement of the parties.

30. **Further Assurances.** The Parties agree to execute such additional instruments and to undertake such actions as may be necessary to effectuate the intent of this Agreement.

31. **City Cooperation.** The City agrees to cooperate with Landowner in securing all permits which may be required by City. In the event State or Federal laws or regulations enacted after the Effective Date, or action of any governmental jurisdiction, prevent delay or preclude compliance with one or more provisions of this Agreement, or require changes in plans, maps or permits approved by City, the parties agree that the provisions of this Agreement shall be modified, extended, or suspended as may be necessary to comply with such State and Federal laws or regulations or the regulations of other governmental jurisdictions. Each party agrees to extend to the other its prompt and reasonable cooperation in so modifying this Agreement or approved plans.

IN WITNESS WHEREOF, the City of Lodi, a municipal corporation, has authorized the execution of this Agreement in duplicate by its Mayor and attested to by its City Clerk under the authority of Ordinance No. 1794, adopted by the City Council of the City of Lodi on the 4<sup>th</sup> day of April, 2007, and Landowner has caused this Agreement to be executed.

"CITY"

CITY OF LODI,  
a municipal corporation

By: \_\_\_\_\_

Name: Blair King

Its: City Manager

ATTEST

Randi Juhl, City Clerk

APPROVED AS TO FORM:

D. Stephen Schwabauer  
City Attorney

"LANDOWNER"

FRONTIER COMMUNITY BUILDERS, INC.

By: \_\_\_\_\_

Name: Tom Doucette

Its: President

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF California )SS  
COUNTY OF San Joaquin )

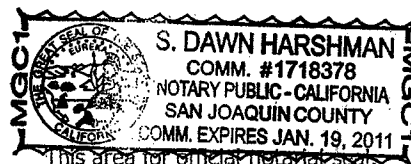
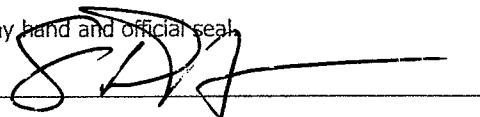
File No: ()  
APN No:

On 7/29/2008 before me, S. Dawn Harshman, Notary Public, personally appeared Thomas P. Doucette who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



## OPTIONAL SECTION CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- ☐ INDIVIDUAL  
☒ CORPORATE OFFICER(S) TITLE(S) President  
☐ PARTNER(S) ☐ LIMITED ☐ GENERAL  
☐ ATTORNEY-IN-FACT  
☐ TRUSTEE(S)  
☐ GUARDIAN/CONSERVATOR  
☐ OTHER

SIGNER IS REPRESENTING:

Frontiers Community Builders  
Name of Person or Entity

\_\_\_\_\_  
Name of Person or Entity

## OPTIONAL SECTION

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

**THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW**

TITLE OR TYPE OF DOCUMENT: Westside Development Agreement  
NUMBER OF PAGES 15 DATE OF DOCUMENT 7/29/2008

SIGNER(S) OTHER THAN NAMED ABOVE Blair King, Randi Johl, D. Stephen Schwabauer

Reproduced by <<!!Table Field EONAME Not Found!!>> 11/2007

30. **Further Assurances.** The Parties agree to execute such additional instruments and to undertake such actions as may be necessary to effectuate the intent of this Agreement.

31. **City Cooperation.** The City agrees to cooperate with Landowner in securing all permits which may be required by City. In the event State or Federal laws or regulations enacted after the Effective Date, or action of any governmental jurisdiction, prevent delay or preclude compliance with one or more provisions of this Agreement, or require changes in plans, maps or permits approved by City, the parties agree that the provisions of this Agreement shall be modified, extended, or suspended as may be necessary to comply with such State and Federal laws or regulations or the regulations of other governmental jurisdictions. Each party agrees to extend to the other its prompt and reasonable cooperation in so modifying this Agreement or approved plans.

IN WITNESS WHEREOF, the City of Lodi, a municipal corporation, has authorized the execution of this Agreement in duplicate by its Mayor and attested to by its City Clerk under the authority of Ordinance No. 1794, adopted by the City Council of the City of Lodi on the 4<sup>th</sup> day of April, 2007, and Landowner has caused this Agreement to be executed.

"CITY"

"LANDOWNER"

CITY OF LODI,  
a municipal corporation

FRONTIER COMMUNITY BUILDERS, INC.

By:  \_\_\_\_\_

By: \_\_\_\_\_

Name: Blair King

Name: Tom Doucette

Its: City Manager

Its: President

ATTEST:

\_\_\_\_\_  
Randi Johl, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
D. Stephen Schwabauer  
City Attorney

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Joaquin

On 10/14/2008 before me, Corina A. Farnsworth, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Blair King  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

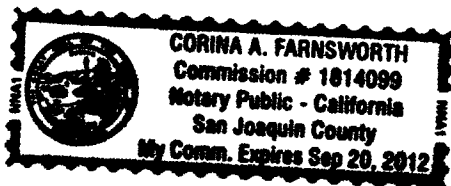
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Corina A. Farnsworth  
Signature of Notary Public

Place Notary Seal Above



## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: Westside Development Agreement

Document Date: 10/14/2008

Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: Randi Johl, Stephen Schwabauer, Tom Doucette

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here



## EXHIBIT LIST

|              |  |
|--------------|--|
| Exhibit A-1: | Legal Description of the Property                        |
| Exhibit A-2: | Diagram of the Property                                  |
| Exhibit B:   | General Plan Land Use Map                                |
| Exhibit B-1: | Zoning Map for Project Site                              |
| Exhibit C-1: | Large Lot Tentative Subdivision Map                      |
| Exhibit C-2: | Reserved   |
| Exhibit D:   | Development Plan and Infrastructure Map for the Property |
| Exhibit E:   | Growth Management Allocations                            |
| Exhibit F:   | Annexation Approvals                                     |
| Exhibit G:   | Form of Assignment                                       |
| Exhibit H:   | Schedule of Improvements                                 |
| Exhibit I:   | Park Improvements  |
| Exhibit J:   | Required Park Amenities                                  |
| Exhibit K:   | Benefited Properties                                     |
| Exhibit L:   | Agreement to Amend Westside Development Agreement        |

**EXHIBIT A-1**

**LEGAL DESCRIPTION OF THE PROPERTY**

**The land referred to herein is situated in the State of California, County of San Joaquin, City of Lodi, and is described as follows:**

**DESCRIPTION OF  
WESTSIDE ANNEXATION  
TO THE CITY OF LODI  
SAN JOAQUIN COUNTY, CALIFORNIA**

A portion of Section 3 and a portion of Section 10, Township 3 North, Range 6 East, Mount Diablo Base and Meridian, County of San Joaquin, State of California, being more particularly described as follows:

BEGINNING at the section corner common to Sections 3, 4, 9 and 10, Township 3 North, Range 6 East, Mount Diablo Base and Meridian, also being a point in the centerline of Sargent Road; thence along the west line of said Section 3, (1) North  $00^{\circ}07'29''$  East, 1856.45 feet to a point on the northeasterly line of the Woodbridge Irrigation District (W.I.D.) Canal, also being a point on the Lodi City Limit line; thence along said City Limit line the following seven (7) courses (being courses 2 through 8): (2) South  $55^{\circ}12'21''$  East, 3162.42 feet to a point on the west right-of-way line of Lower Sacramento Road, said point being 40.00 feet west (measured at right angles) of the North-South quarter section line of said Section 3; (3) South  $00^{\circ}10'01''$  West, 22.95 feet; (4) North  $89^{\circ}12'20''$  West, 145.06 feet; (5) South  $55^{\circ}12'21''$  East, 54.76 feet; (6) South  $00^{\circ}10'01''$  West, 14.38 feet to a point on the north right-of-way line of Sargent Road, said point being 20.00 feet north (measured at right angles) of the north line of the northwest quarter of said Section 10; (7) North  $89^{\circ}12'20''$  West, 808.68 feet along said north right-of-way line; and (8) South  $00^{\circ}02'09''$  West, parallel with the west line of said Section 10, a distance of 2661.70 feet to the East-West quarter section line of said Section 10, also being a point on the westerly terminus of Vine Street; thence leaving said City Limit line and running along said East-West quarter section line, (9) North  $89^{\circ}12'29''$  West, 1692.40 feet to the west quarter section corner of said Section 10; thence along

May 21, 2007

the west line of said Section 10, (10) North 00°02'09" East, 2641.77 feet to the POINT OF BEGINNING.

The bearing of North 89°12'20" West for the north line of the northwest quarter of said Section 10 as shown on that certain map filed for record in Book 22 of Parcel Maps, Page 124, San Joaquin County Records was used for the basis of bearings for all courses in this description.

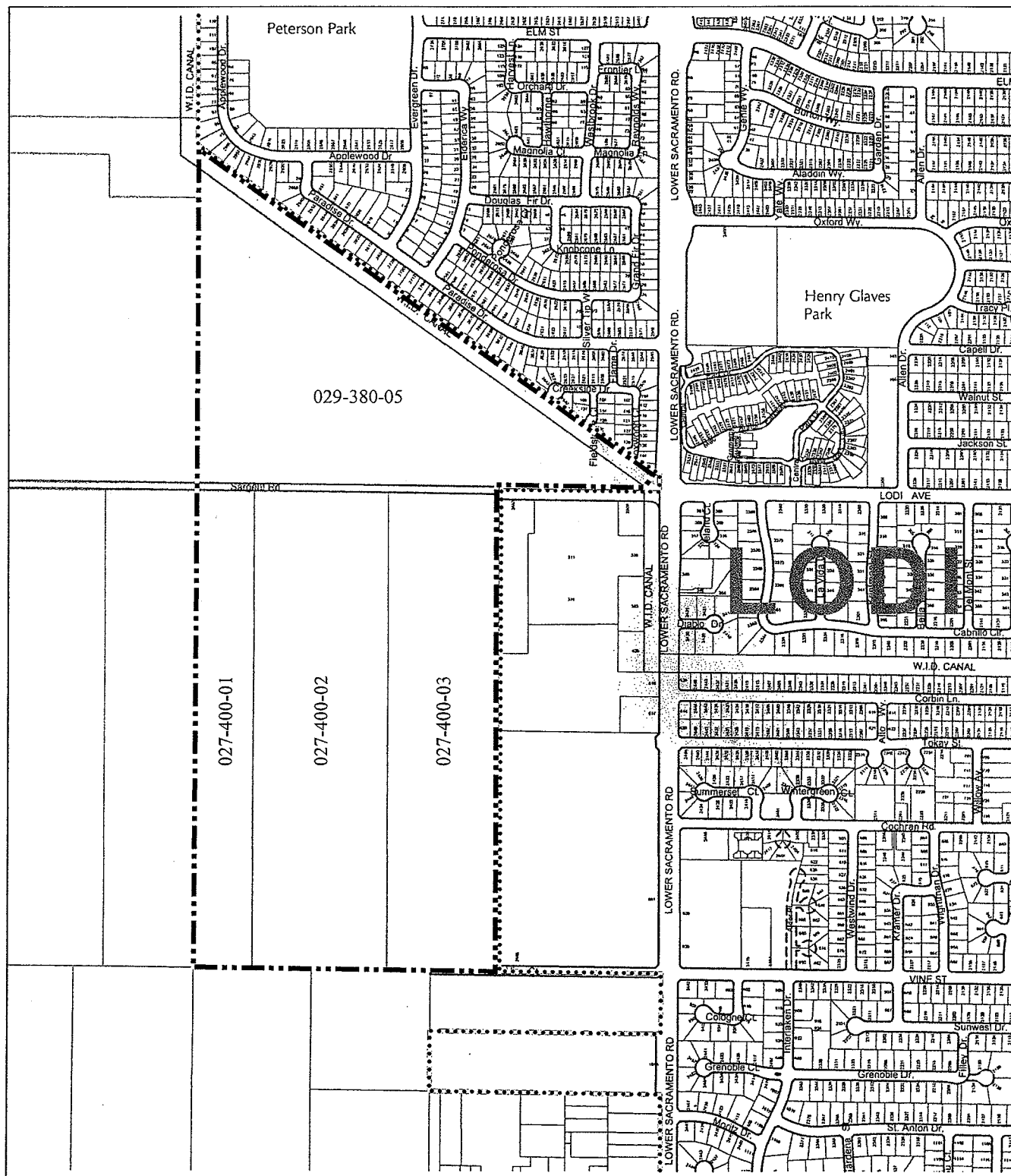
Containing 160 acres, more or less.

Dated: 5.21.07

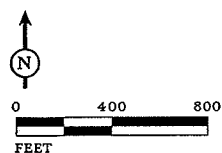


**EXHIBIT A-2**  
**DIAGRAM OF THE PROPERTY**





LSA



WESTSIDE  
PROJECT SITE  
CITY LIMITS

FIGURE III-4

Lodi Annexion EIR  
Parcels Within the  
Westside Project Area

SOURCE: CITY OF LODI, 2005.

I:\LOD531 wside swgate\figures\Fig\_III4.ai (3/3/06)

**EXHIBIT B**

**GENERAL PLAN LAND USE MAP**



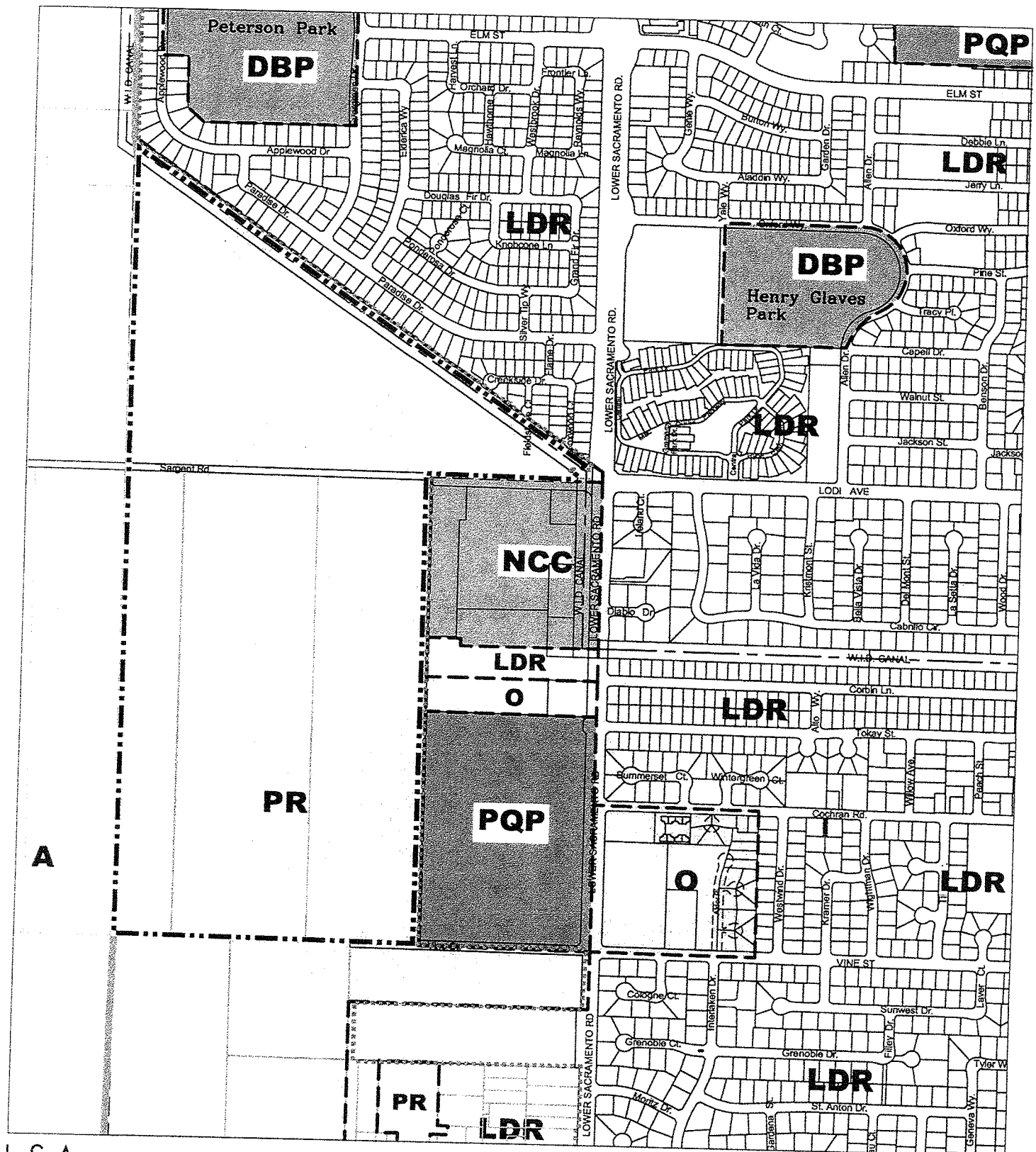


FIGURE IV.A-3

Lodi Annexation EIR  
General Plan Designations

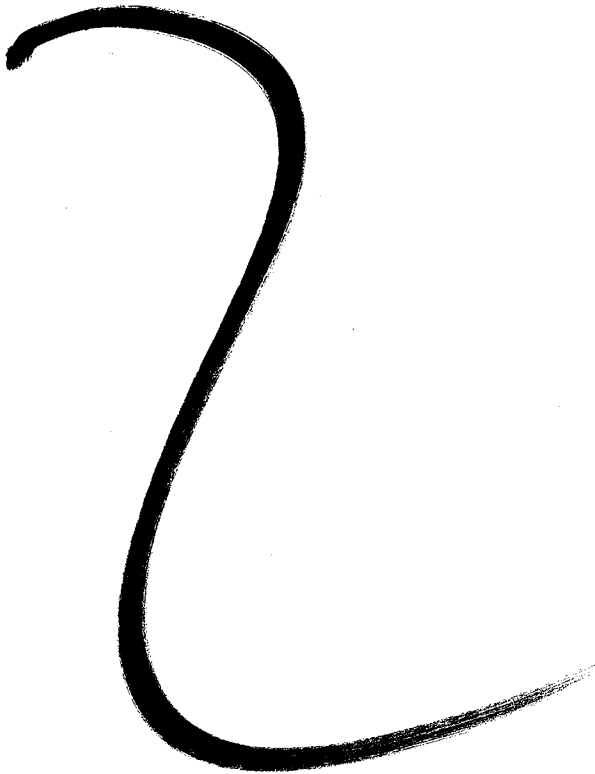
SOURCE: CITY OF LODI, 2005

FIGURE IV.A-3 ws gate figures Fig IV.A.3.ai (3.3.06)



**EXHIBIT B-1**

**ZONING MAP FOR PROJECT SITE**



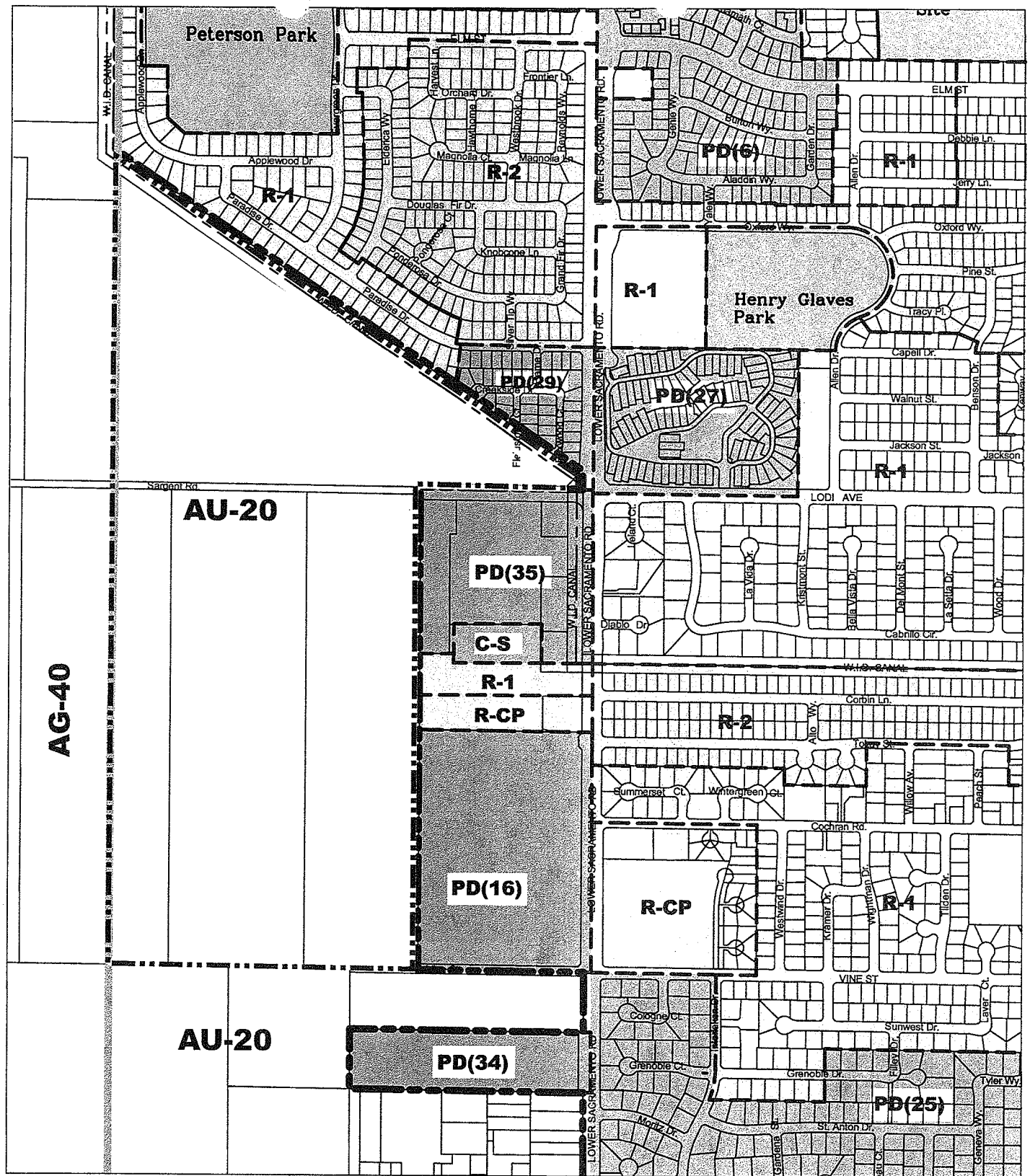


FIGURE IV.A-5

LSA



0 400 800  
FEET

WESTSIDE  
PROJECT SITE  
CITY LIMITS  
SPHERE OF INFLUENCE

LODI ZONING

R-1 SINGLE FAMILY  
R-2 SINGLE FAMILY  
P-D PLANNED DEVELOPMENT  
R-CP PROFESSIONAL OFFICES  
C-S SHOPPING CENTER  
PUB PUBLIC

SAN JOAQUIN COUNTY ZONING

AU-20 AGRICULTURE, URBAN RESERVE,  
MINIMUM 20 ACRES  
AG-40 GENERAL AGRICULTURE,  
MINIMUM 40 ACRES

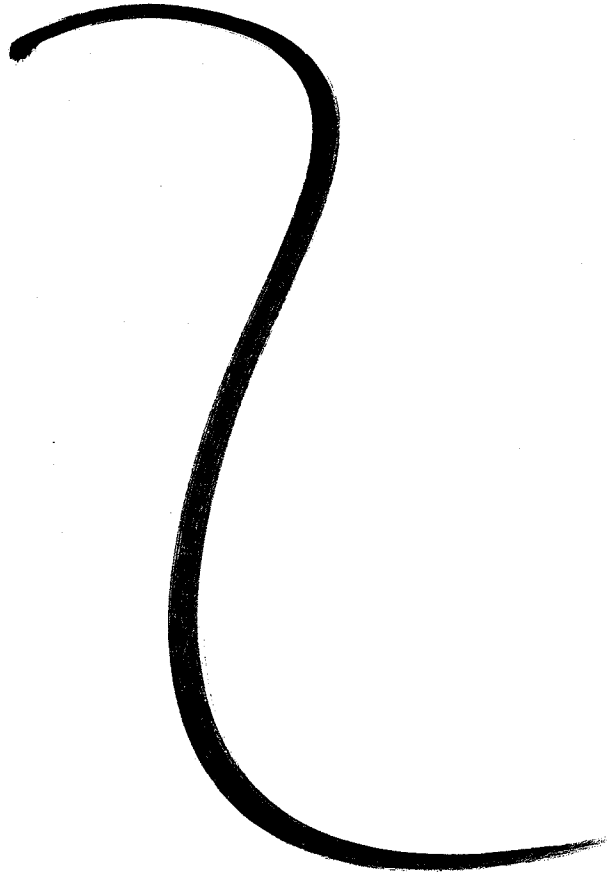
Lodi Annexation EIR  
Zoning Designations

SOURCE: CITY OF LODI, 2005.

I:\LOD531 wside swgate\figures\Fig\_IVA5.ai (3/3/06)

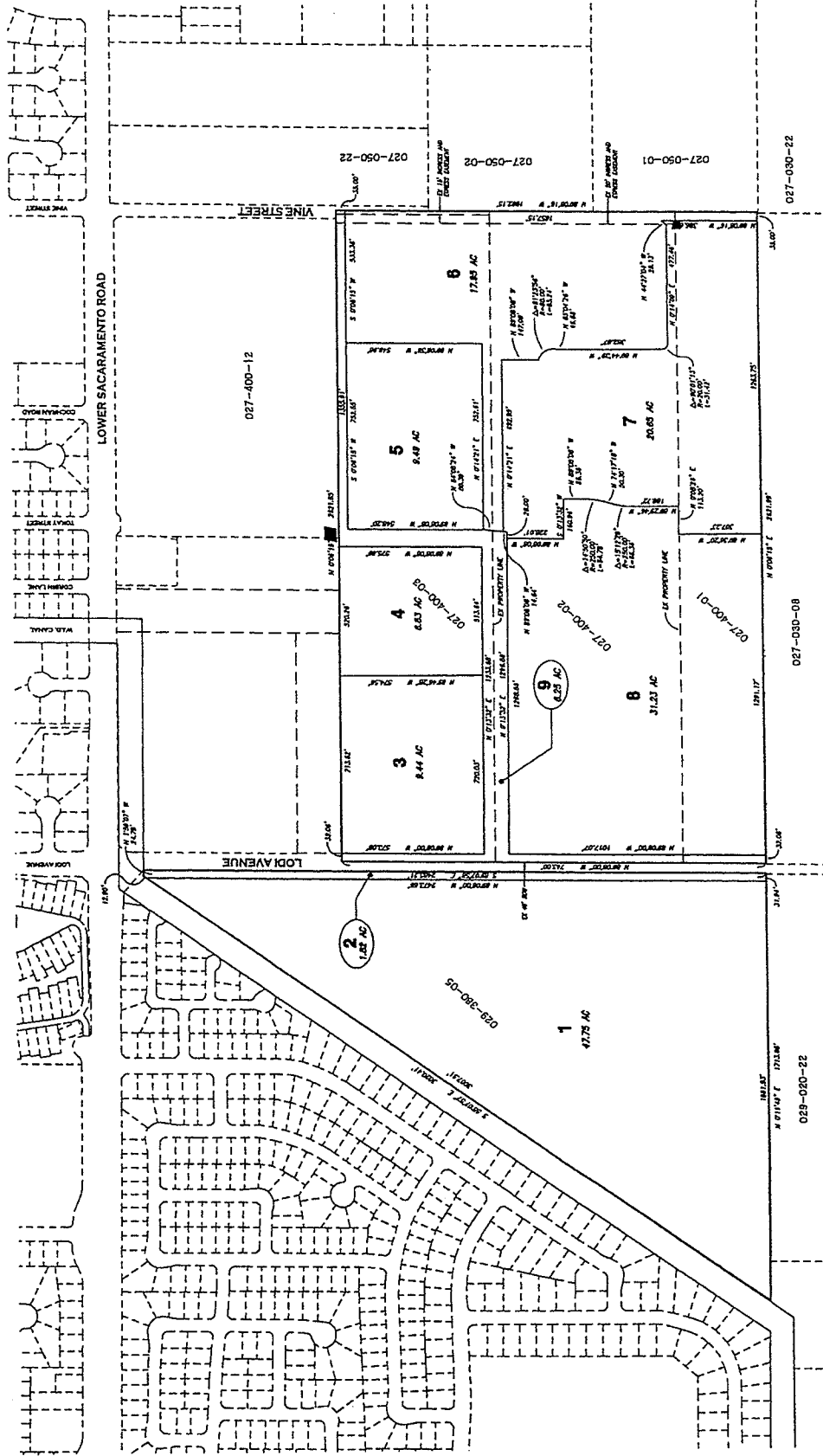
**EXHIBIT C-1**

**Large Lot Tentative Subdivision Map**



859464-6  
Final Version 11/07/2007

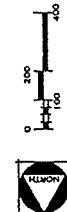
# TENTATIVE MAP FOR WESTSIDE PROJECT LODI, CALIFORNIA



**NOTE:**  
TEMPORARY ROADWAY ACCESS (PARCELS 2 AND 9)  
FOR THE BENEFIT OF PARCELS 1 THRU 9

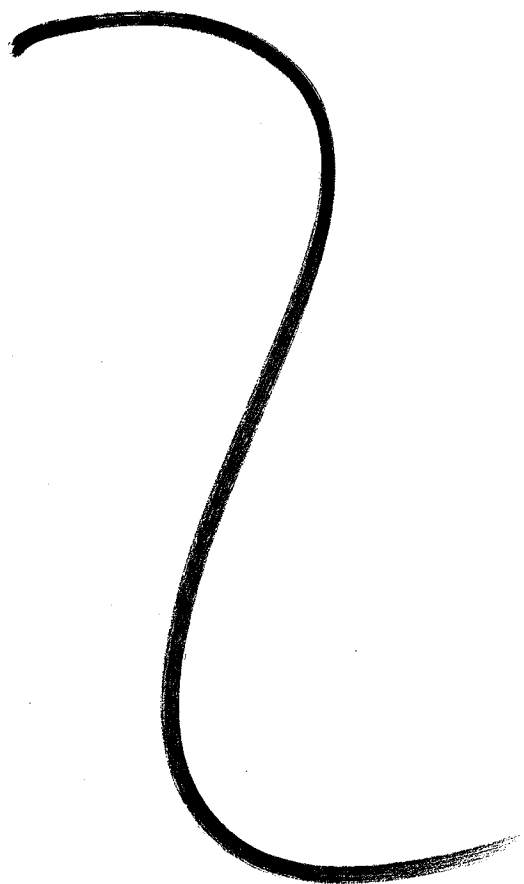
**PROJECT INFORMATION**

|                 |                               |                   |                                 |
|-----------------|-------------------------------|-------------------|---------------------------------|
| OWNER/DEVELOPER | THE HUNT                      | APN               | 027-400-01, 02, 03 & 029-380-05 |
| DATE            | 1980 TWENTY PARCELS, ETC. AND | SITE INFORMATION  | 15.41 ACRES                     |
| DATE            | 1980 TWENTY PARCELS, ETC. AND | PROPOSED USE      | AGRICULTURE                     |
| DATE            | 1980 TWENTY PARCELS, ETC. AND | PROPOSED USE      | RESIDENTIAL                     |
| DATE            | 1980 TWENTY PARCELS, ETC. AND | NUMBER OF PARCELS | (9)                             |



**EXHIBIT C-2**

**Reserved**

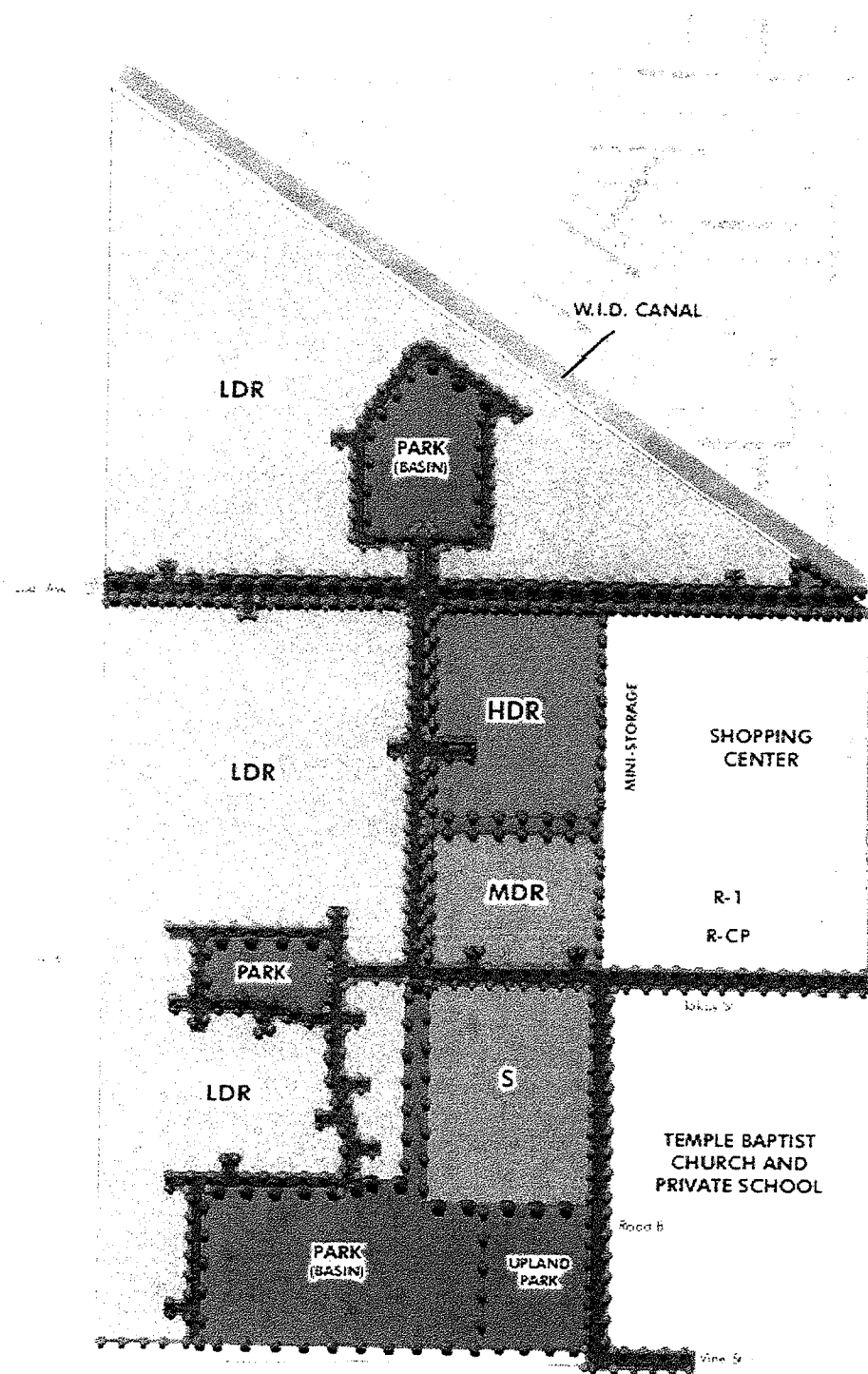


**EXHIBIT D**

**DEVELOPMENT PLAN AND INFRASTRUCTURE MAP FOR THE PROPERTY**



## *Westside Land Use Plan*



The Development Plan and Infrastructure Plan for the Development will be consistent with the approved City of Lodi Master Plans and subject to subsequent approval.

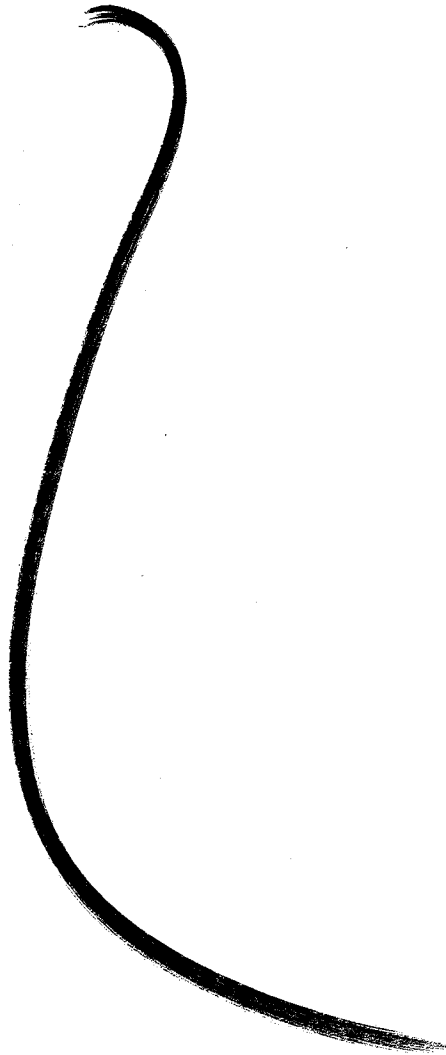
## EXHIBIT E

### WESTSIDE PROJECT GROWTH MANAGEMENT ALLOCATION TABLE

| <b>Applicable Date</b>                                     | <b>Allocation</b>                              |
|--|--|
| Effective Date of Development Agreement                    | 215 Low Density Units (Reserve)                |
| Within the Calendar Year One Year after the Effective Date | 70 Medium Density Units                        |
| Within the Calendar Year Two Years after Effective Date    | 180 High Density Units<br>40 Low Density Units |
| Within the Calendar Year Three Years after Effective Date  | 40 Low Density Units                           |
| Within the Calendar Year Four Years after Effective Date   | 40 Low Density Units                           |
| Within the Calendar Year Five Years after Effective Date   | 40 Low Density Units                           |
| Within the Calendar Year Six Years after Effective Date    | 40 Low Density Units                           |
| Within the Calendar Year Seven Years after Effective Date  | 40 Low Density Units                           |
| Within the Calendar Year Eight Years after Effective Date  | 40 Low Density Units                           |



**EXHIBIT F**  
**ANNEXATION APPROVALS**



CERTIFICATE OF COMPLETION

San Joaquin LAFCo  
1860 E. Hazelton Avenue  
Stockton, CA 95205

Short Form Designation:

**WESTSIDE REORGANIZATION TO THE CITY OF LODI  
(LAFC 04-07)**

Annexation of 160 acres to the City of Lodi with concurrent detachment from the Woodbridge Fire Protection District and the San Joaquin County Resource Conservation District.

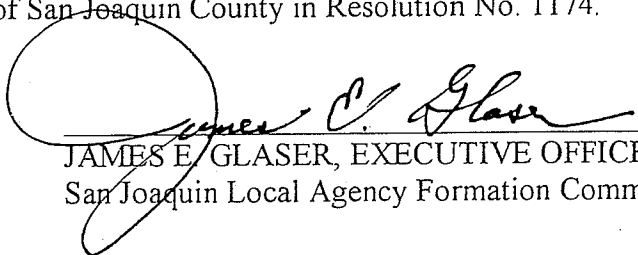
1. Filed pursuant to action by the City of Lodi
2. The name of each district or city involved in this change of organization or reorganization and the kind or type of change of organization ordered for each such city or district are as follows:

CITY OR DISTRICT

TYPE OF CHANGE OF ORGANIZATION

|   |            |
|---|------------|
| City of Lodi                                      | Annexation |
| Woodbridge Fire Protection District               | Detachment |
| San Joaquin County Resource Conservation District | Detachment |

3. The city or districts are located in the following county (ies): San Joaquin.
4. Boundary description for said formation or change has been attached as Exhibit A.
5. Terms and conditions, if any, are provided in said resolution, attached.
6. I hereby certify that the action taken by adoption of the above cited resolution complies with the boundaries and conditions specified by the Local Agency Formation Commission of San Joaquin County in Resolution No. 1174.

  
JAMES E. GLASER, EXECUTIVE OFFICER  
San Joaquin Local Agency Formation Commission

Completion Date: July 26, 2007

## RESOLUTION NO. 1174

### BEFORE THE SAN JOAQUIN LOCAL AGENCY FORMATION COMMISSION APPROVING THE WESTSIDE REORGANIZATION TO THE CITY OF LODI (LAFC 04-07)

WHEREAS, the above entitled proposal was initiated by filing by the City of Lodi, and on April 20, 2007, the Executive Officer certified the application filed for processing in accordance with the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000; and

WHEREAS, the Commission held a public hearing on the proposed reorganization on June 16, 2007, in the Board of Supervisors Chambers, County Courthouse, pursuant to notice of hearing which was posted and mailed in accordance with State law; and

WHEREAS, at said hearing the Commission heard and received evidence, both oral and written regarding the proposal, and all persons present were given an opportunity to be heard; and

WHEREAS, the City of Lodi approved an Environmental Impact Report for the project, pursuant to the California Environmental Quality Act (CEQA) and the State CEQA Guidelines:

WHEREAS, there is one Williamson Act Contract within the boundaries of the proposed annexation territory;

WHEREAS, the subject territory is uninhabited and has 100% owner-consent;

NOW, THEREFORE, the San Joaquin Local Agency Formation Commission DOES HEREBY RESOLVE, DETERMINE, AND ORDER as follows:

Section 1. Certifies that, as a Responsible Agency, the Commission has reviewed and considered the City of Lodi's Environmental Impact Report (State Clearinghouse No. 2005092096) and adopts the CEQA Findings and Statement of Overriding Consideration as certified by the City of Lodi.

Section 2. Finds that the proposal is uninhabited and has 100% owner-consent.

Section 3. Determines, pursuant to Government Code Section 56754, the City of Lodi must succeed to the rights, duties, and powers of the Williamson Act Contract No. 720456.

Section 4. Approves the proposal as submitted to annex 160 acres to the City of Lodi with concurrent detachment from the Woodbridge Fire Protection District and the San Joaquin County Resource Conservation District, with the boundary description as approved by the County Surveyor, attached hereto as Exhibit A, subject to the following terms and conditions:

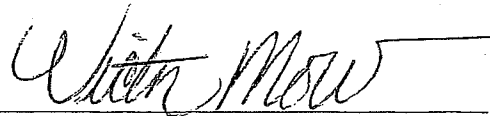
- a. The subject property is to remain within the boundaries of the Woodbridge Irrigation District.
- b. Pursuant to Government Code Section 56889, regarding Williamson Act Contract No. 720456, the City shall adopt the rules and procedures required by the Williamson Act, including but not limited to the rules and procedures required by Sections 51231, 51237 and 51237.5.

Section 6. Waive the protest proceedings, and direct the Executive Officer to complete the reorganization by filing a Certificate of Completion and a Statement of Boundary change for the Westside Reorganization to the City of Lodi.

PASSED AND ADOPTED this 16<sup>th</sup> day of June 2007 by the following roll call vote:


AYES: Commissioners Edward Chavez, Steven Nilssen, Jack Snyder, Ken Vogel, and Chairman Mow

NOES: None



VICTOR MOW, CHAIR  
San Joaquin Local Agency  
Formation Commission

THE FOREGOING IS A CORRECT COPY OF  
THE ORIGINAL ON FILE IN THIS OFFICE

By:   
COMMISSION CLERK  
Date: 07-23-07

**DESCRIPTION OF  
WESTSIDE ANNEXATION  
TO THE CITY OF LODI  
SAN JOAQUIN COUNTY, CALIFORNIA**

A portion of Section 3 and a portion of Section 10, Township 3 North, Range 6 East, Mount Diablo Base and Meridian, County of San Joaquin, State of California, being more particularly described as follows:

BEGINNING at the section corner common to Sections 3, 4, 9 and 10, Township 3 North, Range 6 East, Mount Diablo Base and Meridian, also being a point in the centerline of Sargent Road; thence along the west line of said Section 3, (1) North  $00^{\circ}07'29''$  East, 1856.45 feet to a point on the northeasterly line of the Woodbridge Irrigation District (W.I.D.) Canal, also being a point on the Lodi City Limit line; thence along said City Limit line the following seven (7) courses (being courses 2 through 8): (2) South  $55^{\circ}12'21''$  East, 3162.42 feet to a point on the west right-of-way line of Lower Sacramento Road, said point being 40.00 feet west (measured at right angles) of the North-South quarter section line of said Section 3; (3) South  $00^{\circ}10'01''$  West, 22.95 feet; (4) North  $89^{\circ}12'20''$  West, 145.06 feet; (5) South  $55^{\circ}12'21''$  East, 54.76 feet; (6) South  $00^{\circ}10'01''$  West, 14.38 feet to a point on the north right-of-way line of Sargent Road, said point being 20.00 feet north (measured at right angles) of the north line of the northwest quarter of said Section 10; (7) North  $89^{\circ}12'20''$  West, 808.68 feet along said north right-of-way line; and (8) South  $00^{\circ}02'09''$  West, parallel with the west line of said Section 10, a distance of 2661.70 feet to the East-West quarter section line of said Section 10, also being a point on the westerly terminus of Vine Street; thence leaving said City Limit line and running along said East-West quarter section line, (9) North  $89^{\circ}12'29''$  West, 1692.40 feet to the west quarter section corner of said Section 10; thence along

May 21, 2007

the west line of said Section 10, (10) North 00°02'09" East, 2641.77 feet to the POINT OF BEGINNING.

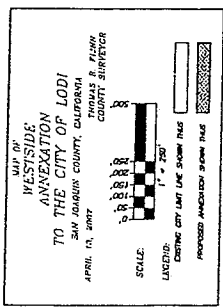
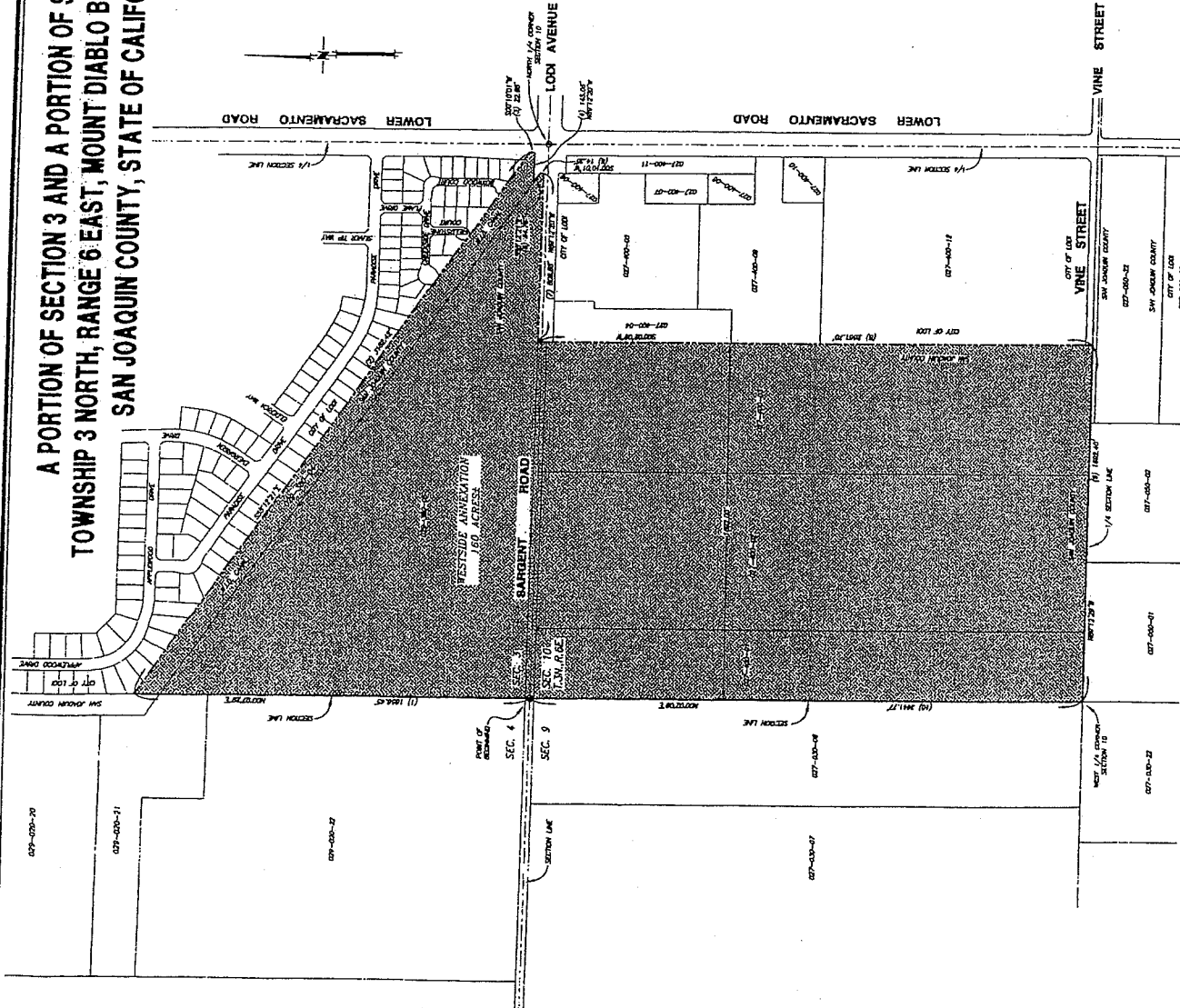
The bearing of North 89°12'20" West for the north line of the northwest quarter of said Section 10 as shown on that certain map filed for record in Book 22 of Parcel Maps, Page 124, San Joaquin County Records was used for the basis of bearings for all courses in this description.

Containing 160 acres, more or less.

Dated: 5.21.07



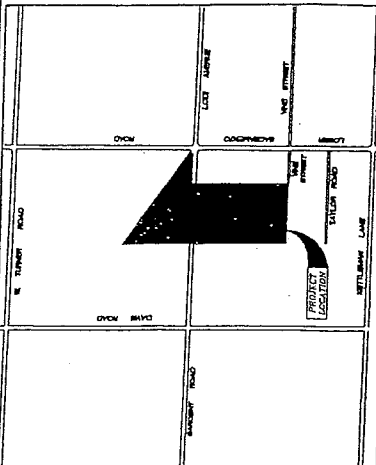
# A PORTION OF SECTION 3 AND A PORTION OF SECTION 10, TOWNSHIP 3 NORTH, RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN, SAN JOAQUIN COUNTY, STATE OF CALIFORNIA



**BASIS OF BEARINGS**  
A TRUE MERIDIAN BEARING OF THE ANNEXATION QUANTITY OF SECTION 10 AS SHOWN ON THIS CITY LIMIT LINE FOR RECORD IN SAN JOAQUIN COUNTY RECORDS AND USED FOR THE BASIS OF ALL BEARINGS SHOWN ON THIS MAP.



**VICINITY**  
NOT TO SCALE



**MEER Engineering, Inc.**  
ALABAMA • ARIZONA • ARKANSAS • CALIFORNIA • COLORADO • CONNECTICUT • DELAWARE • FLORIDA • GEORGIA • ILLINOIS • INDIANA • IOWA • KANSAS • KENTUCKY • LOUISIANA • MAINE • MARYLAND • MASSACHUSETTS • MICHIGAN • MINNESOTA • MISSISSIPPI • MISSOURI • MONTANA • NEBRASKA • NEVADA • NEW HAMPSHIRE • NEW JERSEY • NEW YORK • NORTH CAROLINA • NORTH DAKOTA • OHIO • OKLAHOMA • OREGON • PENNSYLVANIA • RHODE ISLAND • SOUTH CAROLINA • SOUTH DAKOTA • TENNESSEE • TEXAS • UTAH • VERMONT • VIRGINIA • WASHINGTON • WEST VIRGINIA • WISCONSIN • WYOMING

2025-2026-2027-2028-2029-2030-2031-2032-2033-2034-2035-2036-2037-2038-2039-2040-2041-2042-2043-2044-2045-2046-2047-2048-2049-2050-2051-2052-2053-2054-2055-2056-2057-2058-2059-2060-2061-2062-2063-2064-2065-2066-2067-2068-2069-2070-2071-2072-2073-2074-2075-2076-2077-2078-2079-2080-2081-2082-2083-2084-2085-2086-2087-2088-2089-2090-2091-2092-2093-2094-2095-2096-2097-2098-2099-2100-2101-2102-2103-2104-2105-2106-2107-2108-2109-2110-2111-2112-2113-2114-2115-2116-2117-2118-2119-2120-2121-2122-2123-2124-2125-2126-2127-2128-2129-2130-2131-2132-2133-2134-2135-2136-2137-2138-2139-2140-2141-2142-2143-2144-2145-2146-2147-2148-2149-2150-2151-2152-2153-2154-2155-2156-2157-2158-2159-2160-2161-2162-2163-2164-2165-2166-2167-2168-2169-2170-2171-2172-2173-2174-2175-2176-2177-2178-2179-2180-2181-2182-2183-2184-2185-2186-2187-2188-2189-2190-2191-2192-2193-2194-2195-2196-2197-2198-2199-2200-2201-2202-2203-2204-2205-2206-2207-2208-2209-2210-2211-2212-2213-2214-2215-2216-2217-2218-2219-2220-2221-2222-2223-2224-2225-2226-2227-2228-2229-2230-2231-2232-2233-2234-2235-2236-2237-2238-2239-2240-2241-2242-2243-2244-2245-2246-2247-2248-2249-2250-2251-2252-2253-2254-2255-2256-2257-2258-2259-2260-2261-2262-2263-2264-2265-2266-2267-2268-2269-2270-2271-2272-2273-2274-2275-2276-2277-2278-2279-2280-2281-2282-2283-2284-2285-2286-2287-2288-2289-2290-2291-2292-2293-2294-2295-2296-2297-2298-2299-2300-2301-2302-2303-2304-2305-2306-2307-2308-2309-2310-2311-2312-2313-2314-2315-2316-2317-2318-2319-2320-2321-2322-2323-2324-2325-2326-2327-2328-2329-2330-2331-2332-2333-2334-2335-2336-2337-2338-2339-2340-2341-2342-2343-2344-2345-2346-2347-2348-2349-2350-2351-2352-2353-2354-2355-2356-2357-2358-2359-2360-2361-2362-2363-2364-2365-2366-2367-2368-2369-2370-2371-2372-2373-2374-2375-2376-2377-2378-2379-2380-2381-2382-2383-2384-2385-2386-2387-2388-2389-2390-2391-2392-2393-2394-2395-2396-2397-2398-2399-2400-2401-2402-2403-2404-2405-2406-2407-2408-2409-2410-2411-2412-2413-2414-2415-2416-2417-2418-2419-2420-2421-2422-2423-2424-2425-2426-2427-2428-2429-2430-2431-2432-2433-2434-2435-2436-2437-2438-2439-2440-2441-2442-2443-2444-2445-2446-2447-2448-2449-2450-2451-2452-2453-2454-2455-2456-2457-2458-2459-2460-2461-2462-2463-2464-2465-2466-2467-2468-2469-2470-2471-2472-2473-2474-2475-2476-2477-2478-2479-2480-2481-2482-2483-2484-2485-2486-2487-2488-2489-2490-2491-2492-2493-2494-2495-2496-2497-2498-2499-2500-2501-2502-2503-2504-2505-2506-2507-2508-2509-2510-2511-2512-2513-2514-2515-2516-2517-2518-2519-2520-2521-2522-2523-2524-2525-2526-2527-2528-2529-2530-2531-2532-2533-2534-2535-2536-2537-2538-2539-2540-2541-2542-2543-2544-2545-2546-2547-2548-2549-2550-2551-2552-2553-2554-2555-2556-2557-2558-2559-2560-2561-2562-2563-2564-2565-2566-2567-2568-2569-2570-2571-2572-2573-2574-2575-2576-2577-2578-2579-2580-2581-2582-2583-2584-2585-2586-2587-2588-2589-2590-2591-2592-2593-2594-2595-2596-2597-2598-2599-2600-2601-2602-2603-2604-2605-2606-2607-2608-2609-2610-2611-2612-2613-2614-2615-2616-2617-2618-2619-2620-2621-2622-2623-2624-2625-2626-2627-2628-2629-2630-2631-2632-2633-2634-2635-2636-2637-2638-2639-2640-2641-2642-2643-2644-2645-2646-2647-2648-2649-2650-2651-2652-2653-2654-2655-2656-2657-2658-2659-2660-2661-2662-2663-2664-2665-2666-2667-2668-2669-2670-2671-2672-2673-2674-2675-2676-2677-2678-2679-2680-2681-2682-2683-2684-2685-2686-2687-2688-2689-2690-2691-2692-2693-2694-2695-2696-2697-2698-2699-2700-2701-2702-2703-2704-2705-2706-2707-2708-2709-2710-2711-2712-2713-2714-2715-2716-2717-2718-2719-2720-2721-2722-2723-2724-2725-2726-2727-2728-2729-2730-2731-2732-2733-2734-2735-2736-2737-2738-2739-2740-2741-2742-2743-2744-2745-2746-2747-2748-2749-2750-2751-2752-2753-2754-2755-2756-2757-2758-2759-2760-2761-2762-2763-2764-2765-2766-2767-2768-2769-2770-2771-2772-2773-2774-2775-2776-2777-2778-2779-2780-2781-2782-2783-2784-2785-2786-2787-2788-2789-2790-2791-2792-2793-2794-2795-2796-2797-2798-2799-2800-2801-2802-2803-2804-2805-2806-2807-2808-2809-2810-2811-2812-2813-2814-2815-2816-2817-2818-2819-2820-2821-2822-2823-2824-2825-2826-2827-2828-2829-2830-2831-2832-2833-2834-2835-2836-2837-2838-2839-2840-2841-2842-2843-2844-2845-2846-2847-2848-2849-2850-2851-2852-2853-2854-2855-2856-2857-2858-2859-2860-2861-2862-2863-2864-2865-2866-2867-2868-2869-2870-2871-2872-2873-2874-2875-2876-2877-2878-2879-2880-2881-2882-2883-2884-2885-2886-2887-2888-2889-2890-2891-2892-2893-2894-2895-2896-2897-2898-2899-2900-2901-2902-2903-2904-2905-2906-2907-2908-2909-2910-2911-2912-2913-2914-2915-2916-2917-2918-2919-2920-2921-2922-2923-2924-2925-2926-2927-2928-2929-2930-2931-2932-2933-2934-2935-2936-2937-2938-2939-2940-2941-2942-2943-2944-2945-2946-2947-2948-2949-2950-2951-2952-2953-2954-2955-2956-2957-2958-2959-2960-2961-2962-2963-2964-2965-2966-2967-2968-2969-2970-2971-2972-2973-2974-2975-2976-2977-2978-2979-2980-2981-2982-2983-2984-2985-2986-2987-2988-2989-2990-2991-2992-2993-2994-2995-2996-2997-2998-2999-3000-3001-3002-3003-3004-3005-3006-3007-3008-3009-3010-3011-3012-3013-3014-3015-3016-3017-3018-3019-3020-3021-3022-3023-3024-3025-3026-3027-3028-3029-3030-3031-3032-3033-3034-3035-3036-3037-3038-3039-3040-3041-3042-3043-3044-3045-3046-3047-3048-3049-3050-3051-3052-3053-3054-3055-3056-3057-3058-3059-3060-3061-3062-3063-3064-3065-3066-3067-3068-3069-3070-3071-3072-3073-3074-3075-3076-3077-3078-3079-3080-3081-3082-3083-3084-3085-3086-3087-3088-3089-3090-3091-3092-3093-3094-3095-3096-3097-3098-3099-3100-3101-3102-3103-3104-3105-3106-3107-3108-3109-3110-3111-3112-3113-3114-3115-3116-3117-3118-3119-3120-3121-3122-3123-3124-3125-3126-3127-3128-3129-3130-3131-3132-3133-3134-3135-3136-3137-3138-3139-3140-3141-3142-3143-3144-3145-3146-3147-3148-3149-3150-3151-3152-3153-3154-3155-3156-3157-3158-3159-3160-3161-3162-3163-3164-3165-3166-3167-3168-3169-3170-3171-3172-3173-3174-3175-3176-3177-3178-3179-3180-3181-3182-3183-3184-3185-3186-3187-3188-3189-3190-3191-3192-3193-3194-3195-3196-3197-3198-3199-3200-3201-3202-3203-3204-3205-3206-3207-3208-3209-3210-3211-3212-3213-3214-3215-3216-3217-3218-3219-3220-3221-3222-3223-3224-3225-3226-3227-3228-3229-3230-3231-3232-3233-3234-3235-3236-3237-3238-3239-3240-3241-3242-3243-3244-3245-3246-3247-3248-3249-3250-3251-3252-3253-3254-3255-3256-3257-3258-3259-3260-3261-3262-3263-3264-3265-3266-3267-3268-3269-3270-3271-3272-3273-3274-3275-3276-3277-3278-3279-3280-3281-3282-3283-3284-3285-3286-3287-3288-3289-3290-3291-3292-3293-3294-3295-3296-3297-3298-3299-3300-3301-3302-3303-3304-3305-3306-3307-3308-3309-3310-3311-3312-3313-3314-3315-3316-3317-3318-3319-3320-3321-3322-3323-3324-3325-3326-3327-3328-3329-3330-3331-3332-3333-3334-3335-3336-3337-3338-3339-3340-3341-3342-3343-3344-3345-3346-3347-3348-3349-3350-3351-3352-3353-3354-3355-3356-3357-3358-3359-3360-3361-3362-3363-3364-3365-3366-3367-3368-3369-3370-3371-3372-3373-3374-3375-3376-3377-3378-3379-3380-3381-3382-3383-3384-3385-3386-3387-3388-3389-3390-3391-3392-3393-3394-3395-3396-3397-3398-3399-3400-3401-3402-3403-3404-3405-3406-3407-3408-3409-3410-3411-3412-3413-3414-3415-3416-3417-3418-3419-3420-3421-3422-3423-3424-3425-3426-3427-3428-3429-3430-3431-3432-3433-3434-3435-3436-3437-3438-3439-3440-3441-3442-3443-3444-3445-3446-3447-3448-3449-3450-3451-3452-3453-3454-3455-3456-3457-3458-3459-3460-3461-3462-3463-3464-3465-3466-3467-3468-3469-3470-3471-3472-3473-3474-3475-3476-3477-3478-3479-3480-3481-3482-3483-3484-3485-3486-3487-3488-3489-3490-3491-3492-3493-3494-3495-3496-3497-3498-3499-3500-3501-3502-3503-3504-3505-3506-3507-3508-3509-3510-3511-3512-3513-3514-3515-3516-3517-3518-3519-3520-3521-3522-3523-3524-3525-3526-3527-3528-3529-3530-3531-3532-3533-3534-3535-3536-3537-3538-3539-3540-3541-3542-3543-3544-3545-3546-3547-3548-3549-3550-3551-3552-3553-3554-3555-3556-3557-3558-3559-3560-3561-3562-3563-3564-3565-3566-3567-3568-3569-3570-3571-3572-3573-3574-3575-3576-3577-3578-3579-3580-3581-3582-3583-3584-3585-3586-3587-3588-3589-3590-3591-3592-3593-3594-3595-3596-3597-3598-3599-3600-3601-3602-3603-3604-3605-3606-3607-3608-3609-3610-3611-3612-3613-3614-3615-3616-3617-3618-3619-3620-3621-3622-3623-3624-3625-3626-3627-3628-3629-3630-3631-3632-3633-3634-3635-3636-3637-3638-3639-3640-3641-3642-3643-3644-3645-3646-3647-3648-3649-3650-3651-3652-3653-3654-3655-3656-3657-3658-3659-3660-3661-3662-3663-3664-3665-3666-3667-3668-3669-3670-3671-3672-3673-3674-3675-3676-3677-3678-3679-3680-3681-3682-3683-3684-3685-3686-3687-3688-3689-3690-3691-3692-3693-3694-3695-3696-3697-3698-3699-3700-3701-3702-3703-3704-3705-3706-3707-3708-3709-3710-3711-3712-3713-3714-3715-3716-3717-3718-3719-3720-3721-3722-3723-3724-3725-3726-3727-3728-3729-3730-3731-3732-3733-3734-3735-3736-3737-3738-3739-3740-3741-3742-3743-3744-3745-3746-3747-3748-3749-3750-3751-3752-3753-3754-3755-3756-3757-3758-3759-3760-3761-3762-3763-3764-3765-3766-3767-3768-3769-3770-3771-3772-3773-3774-3775-3776-3777-3778-3779-3780-3781-3782-3783-3784-3785-3786-3787-3788-3789-3790-3791-3792-3793-3794-3795-3796-3797-3798-3799-3800-3801-3802-3803-3804-3805-3806-3807-3808-3809-3810-3811-3812-3813-3814-3815-3816-3817-3818-3819-3820-3821-3822-3823-3824-3825-3826-3827-3828-3829-3830-3831-3832-3833-3834-3835-3836-3837-3838-3839-3840-3841-3842-3843-3844-3845-3846-3847-3848-3849-3850-3851-3852-3853-3854-3855-3856-3857-3858-3859-3860-3861-3862-3863-3864-3865-3866-3867-3868-3869-3870-3871-3872-3873-3874-3875-3876-3877-3878-3879-3880-3881-3882-3883-3884-3885-3886-3887-3888-3889-3890-3891-3892-3893-3894-3895-3896-3897-3898-3899-3900-3901-3902-3903-3904-3905-3906-3907-3908-3909-3910-3911-3912-3913-3914-3915-3916-3917-3918-3919-3920-3921-3922-3923-3924-3925-3926-3927-3928-3929-3930-3931-3932-3933-3934-3935-3936-3937-3938-3939-3940-3941-3942-3943-3944-3945-3946-3947-3948-3949-3950-3951-3952-3953-3954-3955-3956-3957-3958-3959-3960-3961-3962-3963-3964-3965-3966-3967-3968-3969-3970-3971-3972-3973-3974-3975-3976-3977-3978-3979-3980-3981-3982-3983-3984-3985-3986-3987-3988-3989-3990-3991-3992-3993-3994-3995-3996-3997-3998-3999-4000-4001-4002-4003-4004-4005-4006-4007-4008-4009-4010-4011-4012-4013-4014-4015-4016-4017-4018-4019-4020-4021-4022-4023-4024-4025-4026-4027-4028-4029-4030-4031-4032-4033-4034-4035-4036-4037-4038-4039-4040-4041-4042-4043-4044-4045-4046-4047-4048-4049-4050-4051-4052-4053-4054-4055-4056-4057-4058-4059-4060-4061-4062-4063-4064-4065-4066-4067-4068-4069-4070-4071-4072-4073-4074-4075-4076-4077-4078-4079-4080-4081-4082-4083-4084-4085-4086-4087-4088-4089-4090-4091-4092-4093-4094-4095-4096-4097-4098-4099-4100-4101-4102-4103-4104-4105-4106-4107-4108-4109-4110-4111-4112-4113-4114-4115-4116-4117-4118-4119-4120-4121-4122-4123-4124-4125-4126-4127-4128-4129-4130-4131-4132-4133-4134-4135-4136-4137-4138-4139-4140-4141-4142-4143-4144-4145-4146-4147-4148-4149-4150-4151-4152-4153-4154-4155-4156-4157-4158-4159-4160-4161-4162-4163-4164-4165-4166-4167-4168-4169-4170-4171-4172-4173-4174-4175-4176-4177-4178-4179-4180-4181-4182-4183-4184-4185-4186-4187-4188-4189-4190-4191-4192-4193-4194-4195-4196-4197-4198-4199-4200-4201-4202-4203-4204-4205-4206-4207-4208-4209-4210-4211-4212-4213-4214-4215-4216-4217-4218-4219-4220-4221-4222-4223-4224-4225-4226-4227-4228-4229-4230-4231-4232-4233-4234-4235-4236-4237-4238-4239-4240-4241-4242-4243-4244-4245-4246-4247-4248-4249-4250-4251-4252-4253-4254-4255-4256-4257-4258-4259-4260-4261-4262-4263-4264-4265-4266-4267-4268-4269-4270-4271-4272-4273-4274-4275-4276-4277-4278-4279-4280-4281-4282-4283-4284-4285-4286-4287-4288-4289-4290-4291-4292-4293-4294-4295-4296-4297-4298-4299-4300-4301-4302-4303-4304-4305-4306-4307-4308-4309-4310-4311-4312-4313-4314-4315-4316-4317-4318-4319-4320-4321-4322-4323-4324-4325-4326-4327-

**EXHIBIT G**

**FORM OF ASSIGNMENT**

**OFFICIAL BUSINESS**

Document entitled to free recording  
Government Code Section 6103

**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:**

City of Lodi  
P.O. Box 3006  
Lodi, CA 95241-1910  
Attn: City Clerk

(SPACE ABOVE THIS LINE RESERVED FOR  
RECORDER'S USE)

**ASSIGNMENT AND ASSUMPTION AGREEMENT  
RELATIVE TO FRONTIER COMMUNITY BUILDERS WESTSIDE  
DEVELOPMENT AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter, the "Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 200\_, by and between Frontier Community Builders, a \_\_\_\_\_ corporation (hereinafter "Developer"), and \_\_\_\_\_, a \_\_\_\_\_ (hereinafter "Assignee").

**RECITALS**

1. On \_\_\_\_\_, 2007, the City of Lodi and Developer entered into that certain agreement entitled "Development Agreement By and Between The City of Lodi and Frontier Community Builders, Inc. related to the development known as Frontier Community Builders Westside Project (hereinafter the "Development Agreement"). Pursuant to the Development Agreement, Developer agreed to develop certain property more particularly described in the Development Agreement (hereinafter, the "Subject Property"), subject to certain conditions and obligations as set forth in the Development Agreement. The Development Agreement was recorded against the Subject Property in the Official Records of San Joaquin County on \_\_\_\_\_, 2007, as Instrument No. \_\_\_\_-\_\_\_\_\_.

859464-6

Final Version 11/07/2007



2. Developer intends to convey a portion of the Subject Property to Assignee, commonly referred to as Parcel \_\_\_\_\_, and more particularly identified and described in Exhibit A-1 and Exhibit A-2, attached hereto and incorporated herein by this reference (hereinafter the "Assigned Parcel").

3. Developer desires to assign and Assignee desires to assume all of Developer's right, title, interest, burdens and obligations under the Development Agreement with respect to and as related to the Assigned Parcel.

### **ASSIGNMENT AND ASSUMPTION**

NOW, THEREFORE, Developer and Assignee hereby agree as follows:

1. Developer hereby assigns, effective as of Developer's conveyance of the Assigned Parcel to Assignee, all of the rights, title, interest, burdens and obligations of Developer under the Development Agreement with respect to the Assigned Parcel. Developer retains all the rights, title, interest, burdens and obligations under the Development Agreement with respect to all other property within the Subject Property owned by Developer.

2. Assignee hereby assumes all of the rights, title, interest, burdens and obligations of Developer under the Development Agreement with respect to the Assigned Parcel, and agrees to observe and fully perform all of the duties and obligations of Developer under the Development Agreement with respect to the Assigned Parcel. The parties intend hereby that, upon the execution of this Agreement and conveyance of the Assigned Parcel to Assignee, Assignee shall become substituted for Developer as the "Developer" under the Development Agreement with respect to the Assigned Parcel.

3. All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

4. The Notice Address described in Section 28 of the Development Agreement for the Developer with respect to the Assigned Parcel shall be:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the day and year first above written. This Agreement may be signed in identical counterparts.

DEVELOPER:

ASSIGNEE:

\_\_\_\_\_  
a \_\_\_\_\_

\_\_\_\_\_  
a \_\_\_\_\_

By: \_\_\_\_\_

Print Name:

Title: Division President

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

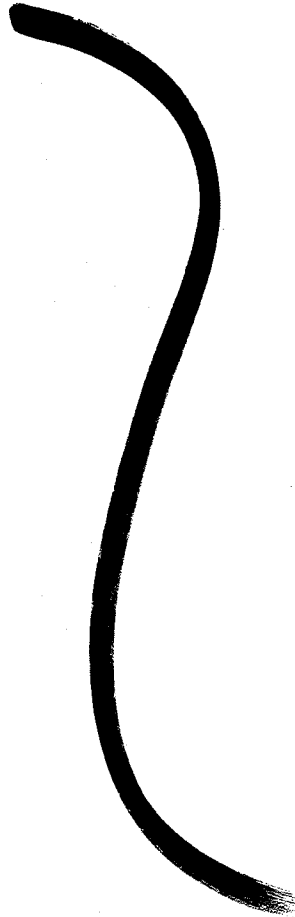
Title: \_\_\_\_\_

859464-6

Final Version 11/07/2007

**EXHIBIT H**

**SCHEDULE OF IMPROVEMENTS**



## Implementation and Phasing Memorandum

### Introduction

The project phasing described below is intended to outline the anticipated sequencing of development. The project phasing plan is also intended to help ensure all necessary infrastructure would be in place and operational for connection and use as portions of the project phases come on line. The phasing schedule should be used as a guideline rather than a binding commitment because phasing must be flexible to respond to market absorption and other relevant conditions.

### Phasing

The project is expected to be developed in four phases over a period of five to seven years. The first phase is expected to begin in the Spring of 2007 and the final phase is anticipated to be completed by the end of 2014.

The following schedule represents the expected phasing of the residential villages.

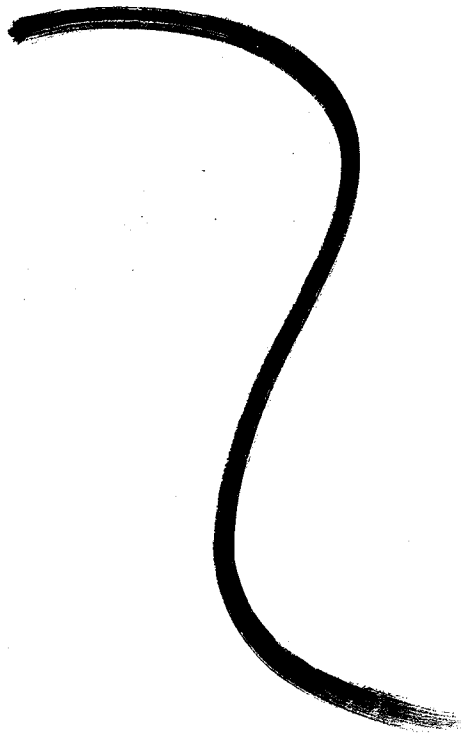
| <u>Phase</u>            | <u>Type</u> | <u>Village</u> | <u>Units</u> |
|-------------------------|-------------|----------------|--------------|
| 1                       | LDR         | A              | 198          |
| 2                       | MDR         | E              | 54           |
| 2                       | LDR         | B              | 160          |
| 3                       | HDR         | D              | 167          |
| 4                       | MDR         | C              | <u>140</u>   |
| Total residential units |             |                | <u>719</u>   |

**Phase 1:** The first phase of the project is Village A which consists of the 49.9 acre site north of Lodi Avenue to the WID Canal. Village A is a triangular site and represents approximately 198 lots. Sewer, water, storm drainage and other utilities to serve the site will be provided from the south through the utility corridor beneath Roads B C. The surface improvements to Roads B and C and the south side of Lodi Avenue are not expected to be constructed at this time.

**Phase 2:** It is anticipated that the second phase of the project would include construction of Roads B and C and Tokay Street to Road C. The 160 LDR lots in Village B and the 54 MDR lots in Village E would be developed in this phase for a total of 214 lots. The south side of Lodi Avenue would also be constructed along with this phase as will the two approximately acre neighborhood park.

**Phase 3:** The third phase is planned to be the approximately 167 townhomes represented by Village D. The completion of the Pedestrian trail from Lodi Avenue to Tokay will be in this phase.

**Phase 4:** The fourth and final phase is expected to include the 140 MDR lots in Village C. The pedestrian trail south of Tokay and the Basin/ Park will likewise be completed with this phase of the project.



# EXHIBIT I PARK IMPROVEMENTS

## Basin/Park Area Summary

### Westside Annexation

| Location | Basin (1),<br>acres | Park              |                 | Total,<br>acres |
|----------|---------------------|-------------------|-----------------|-----------------|
|          |                     | Net<br>(2), acres | Gross,<br>acres |                 |
| A        | 2.9                 | 1.6               | 1.6             | 4.5             |
| B        |                     | 2.1               | 2.1             | 2.1             |
| C        | 8.2                 | 5.4               | 6.1             | 14.3            |

### Southwest Gateway Annexation

| Location                    | Basin (1),<br>acres | Park              |                 | Total,<br>acres |     |
|-----------------------------|---------------------|-------------------|-----------------|-----------------|-----|
|                             |                     | Net<br>(2), acres | Gross,<br>acres |                 |     |
| D                           | 5.9                 | 1.5               | 1.5             | 7.4             | (3) |
| E                           | 6.7                 | 2.4               | 2.4             | 9.1             | (4) |
| F                           | 4.8                 | 1.5               | 1.5             | 6.3             |     |
| G                           |                     | 2.2               | 2.2             | 2.2             |     |
| H                           |                     | 2                 | 2               | 2               |     |
| Open Space on Century Blvd. |                     | 0                 | 0               | 0               | (5) |

- (1) Westside Annexation area basin calculations not approved.  
The basin area numbers are subject to change.
- (2) Net area measured from street right of way.  
Area requirements are exclusive of bike and ped routes.
- (3) Park to be located at the southwest end of designated area.  
Park to be located at the south end of designated area.
- (4) Two slivers of open space are shown on Century Blvd.
- (5) Neither area provides sufficient space for park facilities.

# EXHIBIT J

## REQUIRED PARK AMENITIES

|             | Bike Rack | Pool | Water Play | Tennis | Basketball | Bocce | Horseshoes | Playground | Picnic Table | Picnic Shelter (Rental) BBQ | Passive Area | Fields | Off Street Parking | Trees | Turf | Irrigation Booster Pump | Restroom | Drinking Fountain | Furniture | Light | Bike/ Ped | Sign |
|-------------|-----------|------|------------|--------|------------|-------|------------|------------|--------------|-----------------------------|--------------|--------|--------------------|-------|------|-------------------------|----------|-------------------|-----------|-------|-----------|------|
| A Basin     |           |      |            |        |            |       |            |            |              |                             |              | X      |                    |       |      |                         |          |                   |           |       |           |      |
| Park        | X         |      |            |        |            |       |            | X          | X            | X                           |              |        |                    | X     | X    | X                       |          | X                 | X         | X     | X         | X    |
| B Park      | X         |      |            |        | X          | X     | X          | X          | X            | X                           |              |        |                    | X     | X    | X                       |          | X                 | X         | X     | X         | X    |
| Basin       |           |      | X          |        |            |       |            |            |              |                             |              | X      |                    | X     | X    | X                       |          |                   |           |       |           |      |
| C Park      | X         |      |            |        |            | X     | X          | X          | X            | X                           |              |        |                    | X     | X    | X                       | X        | X                 | X         | X     | X         | X    |
| Basin       |           |      |            |        |            |       |            |            |              |                             |              | X      |                    |       |      |                         |          |                   |           |       |           |      |
| D Park      | X         |      |            |        | X          |       | X          | X          | X            | X                           |              | X      |                    | X     | X    | X                       |          | X                 | X         | X     |           | X    |
| Basin       |           |      |            |        |            |       |            |            |              |                             | X            | X      |                    | X     | X    | X                       |          |                   |           |       |           |      |
| E Park      | X         |      | X          |        | X          | X     | X          | X          | X            | X                           |              | X      |                    | X     | X    | X                       | X        | X                 | X         | X     | X         | X    |
| Basin       |           |      |            |        |            |       |            |            |              |                             |              |        |                    | X     | X    | X                       |          |                   |           |       |           |      |
| F Park      | X         |      |            |        |            |       |            | X          | X            | X                           |              |        |                    | X     | X    | X                       |          | X                 | X         | X     |           | X    |
| G Park      | X         |      |            |        |            |       |            | X          | X            | X                           |              |        |                    | X     | X    | X                       |          | X                 | X         | X     |           | X    |
| H Park      | X         |      |            |        |            |       |            | X          | X            | X                           |              |        |                    | X     | X    | X                       |          | X                 | X         | X     |           | X    |
|             |           |      |            |        |            |       |            |            |              |                             |              |        |                    |       |      |                         |          |                   |           |       |           |      |
|             |           |      |            |        |            |       |            |            |              |                             |              |        |                    |       |      |                         |          |                   |           |       |           |      |
|             |           |      |            |        |            |       |            |            |              |                             |              |        |                    |       |      |                         |          |                   |           |       |           |      |
| * 2nd Phase |           |      |            |        |            |       |            |            |              |                             |              |        |                    |       |      |                         |          |                   |           |       |           |      |

**EXHIBIT K**  
**BENEFITED PROPERTIES**



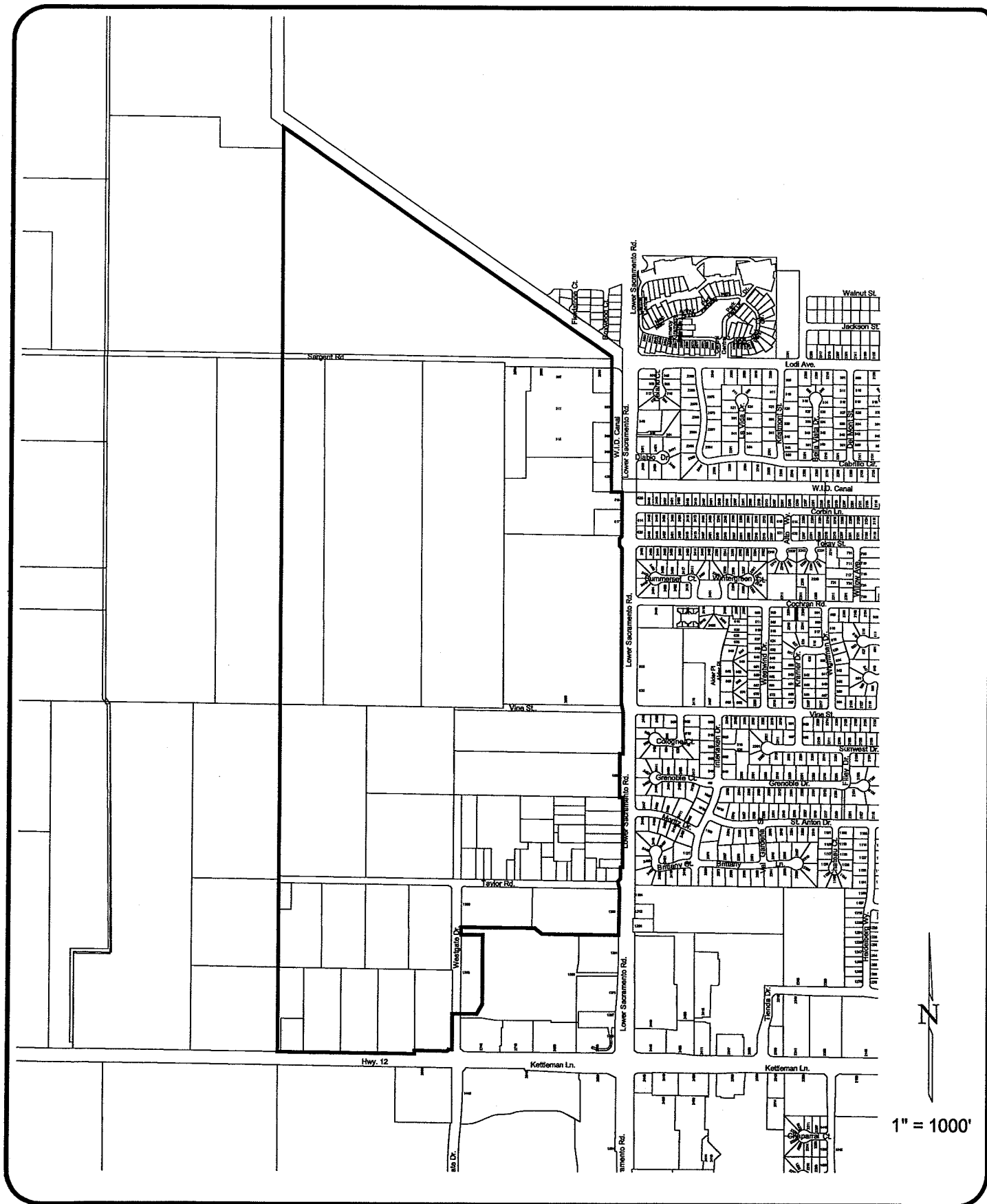




# CITY OF LODI

PUBLIC WORKS DEPARTMENT

## Exhibit K Benefiting Undeveloped Properties



**EXHIBIT L**

**AGREEMENT TO AMEND WESTSIDE DEVELOPMENT AGREEMENT**

2

**AGREEMENT TO AMEND  
WESTSIDE  
DEVELOPMENT AGREEMENT**

THIS AGREEMENT is made this 4<sup>th</sup> day of December, 2007 by and between the City of Lodi (City), a California General Law city, represented by the City Manager and City Attorney with the limited authority as described in Section 1.A; Citizens for Open Government, an unincorporated association (Citizens); and Frontiers Community Builders (Developer) a dba of Frontier Land Companies, a California Corporation. The Parties agree as follows:

**1. Recitals.**

**A. The Parties to the Agreement.**

The City of Lodi ("City") is a General Law city governed by a five-member city council. For all purposes herein and during all times during the negotiation of this Agreement the City Manager and City Attorney have represented the City. However in this Agreement and at all times during the negotiation of the Agreement the City Manager and/or City Attorney have lacked the capacity or legal authority to bind the City of Lodi and/or the City Council. The parties understand that throughout the negotiation and in executing this Agreement the City Manager and City Attorney can only recommend to the City Council that it take certain actions. All authority and discretion remains with the City Council over whether the City Council will approve or disapprove of this Agreement. The City Council is scheduled to hear the Project at a duly noticed public hearing scheduled after February 1, 2007.

Citizens is an unincorporated association that has commented on the development proposed by Developer. The "Project" referred to herein is as defined in the Development Agreement for the "FCB Westside Project" with all Project Approvals described therein. Citizens desire to have certain mitigation measures and clarifications added to the Development Agreement negotiated between City and Developer that in the opinion of Citizens will further the interest of the City and the interest of the public. If these amendments are added to the draft Development Agreement in the form of this Agreement, which shall be an exhibit to the Development Agreements, then Citizens will support the Project, will not make negative comments about the Project's EIR or the Project at any City Council or other public hearings, and will not subsequently challenge the certification of the EIR or the Project Approvals, directly or indirectly. Ann Cerney shall be the sole spokesperson for Citizens and make these statements at the City Council hearing.

Developer, a private entity, is the applicant for the Development Agreements and Project Approvals described therein. The term "Developer" includes all related entities of Developer and their successors in interest.

B. The parties agree that the Development Agreements contain commitments for major infrastructure and amenities that will result in public benefits for the City.

C. Although Citizens are not fully satisfied with all aspects of the Project and EIR, it has balanced the benefits of the Project, including the changes to the draft Development Agreements as set forth in this Agreement, against the adverse effects of the Projects and has concluded that the Projects, separately or combined, are substantially more beneficial to the City than detrimental.

## **2. Modification of Development Agreement**

The parties agree that the draft Development Agreement for the Project, scheduled to be considered by the City Council at the public hearing after January 1, 2007, is to be hereby amended by and through this Agreement, which shall be attached to the Development Agreement as Exhibit "\_\_\_".

### **A. Mitigation For Agricultural Conversion Impacts of Project**

(1) Developer shall obtain permanent easements to be held by the City or other qualified entity (e.g., Central Valley Farmland Trust) limiting the use of San Joaquin County real property to agricultural uses and related activities as are permitted from time to time under the agricultural zoning laws of the County ("Agricultural Conservation Easements"). In providing mitigation for impacts to agricultural land, Developer shall adhere to the terms of the final adopted San Joaquin County Agricultural Mitigation Ordinance, now under consideration by the San Joaquin County Board of Supervisors. (See November 14, 2006 draft Ordinance.)

(2) At a minimum, and notwithstanding the terms of the final, adopted County Ordinance, the Agricultural Conservation Easements shall be recorded on a 1:1 acre (conserved:developed) ratio against an aggregate total of up to 152 acres, more or less, contained within FCB Westside Project, involving one or more parcels of land - though not necessarily contiguous - with each mitigation acre located within San Joaquin County and zoned for agricultural uses ("Protected Properties"). If mitigation lands are located in the Primary Zone of the San Joaquin Delta that lies within the County, the mitigation ratio shall be on a 2:1 acre (conserved:developed) basis. However, if prior to the Developer's compliance with this agricultural mitigation requirement, the San Joaquin Board of Supervisors excludes land within certain areas of the County (e.g., the Primary Zone of the Delta) from being used for agricultural mitigation purposes, the parties agree that those lands would be excluded from being used for mitigation purposes under this Agreement.

(3) At a minimum, and notwithstanding the terms of the final, adopted County Ordinance, the Agricultural Conservation Easements may only apply to Protected Properties that are not encumbered by (a) any other perpetual open space conservation easement or

deed restriction or (b) any other perpetual agriculture mitigation easement or deed restriction. The cost of obtaining the Agricultural Conservation Easements shall rest with the Developer. The Protected Properties must be subject to permanent restrictions on use to ensure the availability of agricultural production capacity by limiting non-agricultural development that is inconsistent with agriculture uses and related activities. In accordance with the County's November 14, 2006, draft Mitigation Ordinance section 9-1080.3, subdivision (e)(1), the Developer shall pay an administrative fee to cover the costs of administering, monitoring and enforcing the farmland conservation easement in an amount to be determined by the qualified entity that will hold the conservation easement. If the City holds the Agricultural Conservation Easements, the City will monitor the Protected Properties subject to the easements biannually through its Planning Commission to ensure compliance with the requirements of this provision. If the City is selected to hold the Agricultural Conservation Easements, Developer will pay City \$5,000 to compensate the City for monitoring cost/contingencies in connection with the Agricultural Conservation Easements for the Westside Project.

(4) The Agricultural Conservation Easements shall be recorded in the applicable ratio(s) against a minimum of each acre to be developed (or more) within any phased Final Subdivision Map of the Project prior to the date the first residential building permit is issued to Developer for any such phase thereof.

(5) City shall notify Citizens of which site(s) are selected to meet the requirements of this provision 30 days prior to the recordation of any Agricultural Conservation Easements pursuant to this Agreement. If both Citizens and the City agree, the mitigation ratio applicable to mitigation lands outside of the Delta Primary Zone may be reduced if the Developer proposes to obtain conservation easements that, in the judgment of both Citizens and the City, have a greater mitigation value than lands that could otherwise be used as mitigation for agricultural impacts of the Projects under this provision.

**B. Home Building, Energy and Conservation Features within the Project**

1) Developer shall become a California Green Builder prior to the construction of the homes within the Projects. The California Green Builder program requires that all homes are at least 15% more energy efficient than currently mandated by Title 24 in California and meet guidelines for energy efficiency set by the US Environmental Protection Agency. The homes within the Projects may contain a variety of energy efficient features and alternative energy features such as high efficient insulation, high performance windows, high efficient heating and cooling equipment, cool roofing, radiant barriers, awnings, overhangs, day lighting and qualified lighting.

2) Developer's status as a California Green Builder requires Developer to implement water conservation features that save 20,000 gallons per home per year. Developer shall provide front yard landscaping using weather based irrigation controllers and drip irrigation and may utilize other water conservation features such as high efficiency fixtures and efficient plumbing technologies, products and materials. Developer also agrees to use weather based irrigation controllers in front yards, parks and common areas.

3) Developer shall make available solar power features and electrical car charging stations or outlets that homeowners within the Projects may elect to purchase as part of that homeowner's option package.

4) Developer agrees that at least 50% of the construction site waste shall be recycled or otherwise diverted from landfill disposal.

5) Developer shall use only EPA approved natural gas fireplaces, fireplace inserts, woodstoves or pellet stoves when such fireplaces are installed. Developer will comply with all federal, state and local laws and regulations pertaining to the installation of wood burning fireplaces.

6) Developer will encourage landscape maintenance companies to use electric-powered equipment.

7) Shade trees will be planted where appropriate throughout the Project and located to shade paved areas and to protect dwellings from energy consuming environmental conditions.

8) Developer agrees to comply with the California Green Builder program that applies to high density residential units. Currently a pilot program exists that is substantially similar to the low density program, with the exception of the 20,000 gallon per home per year in water conservation.

C. New Urbanism neighborhood design.

Developer believes that the Project's current land use plans promote the principles of New Urbanism that include neighborhoods that are walk-able, interconnected, that include pedestrian friendly streetscapes; bicycle friendly design elements; well integrated, highly visible, and publicly accessible open spaces. Developer is also committed to designing the specific components of the Projects to include housing and structural forms that are visually interesting, well modulated, constructed of high quality materials, proportionate to their surroundings, and a range of housing types, sizes and affordability.

D. Pedestrian Transit and Bicycle Infrastructure: Developer agrees to implement the following measures:

1) Provide pedestrian enhancing infrastructure that includes: sidewalks and pedestrian paths, direct pedestrian connections, street trees to shade sidewalks, pedestrian safety designs/infrastructure, street lighting and/or pedestrian signalization and signage, and

2) Provide bicycle-enhancing infrastructure that includes: bikeways/paths connecting to a bikeway system as well as secure bike parking.

E. Lodi Eastside: The Project's requirement for investment in Lodi's eastside community as set forth in the FCB Westside Development Agreement is hereby amended to require that any units which are selected by the Developer to be rehabilitated or replaced and which are currently at affordable rents for persons or families of low income shall remain affordable for persons of low income.

F. Water Supply: Additional entitlements for urban development within the Project area (i.e., subdivision maps, parcel maps, building permits, etc.) shall not be granted for any dwellings within the Project area after total water use exceeds the projected safe groundwater yield of the Project area until additional water sources (e.g., W.I.D. groundwater recharge or water treatment or otherwise) are available. According to the Westside-Southwest Gateway Project Water Supply Assessment (July 2006) ("WSA"), a total of approximately 257 acre feet per year will be available for the Westside Project upon its annexation while the total projected water demand will likely be in excess of that amount before full build-out occurs. The purpose of this provision, then, is to ensure that water use by the Project does not exceed the projected increase in safe groundwater yield attributable to annexation of the Project area into the City until additional water sources (e.g., W.I.D. groundwater recharge or water treatment or otherwise) are available. (See WSA, Figure 5-4.)

G. Agricultural Conflicts: Developer shall strive to phase development in a manner that will reduce land use conflicts with lands currently in agricultural use to the west of the Project. To the extent feasible, Developer will generally develop the Project in an east to west direction.

H. Challenges:

1) No Challenge by Citizens/Cerney: This Agreement will not become effective in the event that Citizens and/or Ann Cerney: (1) file any legal action challenging the City's certification of the EIR; (2) file any legal action challenging the City's approval of the Project's land use approvals, including the amendments to the West Side Facilities Master Plan; (3) file any legal action challenging the San Joaquin Local Agency Formation Commission's compliance with CEQA; (4) file any legal action challenging the San Joaquin Local Agency Formation Commission's approval of the annexation of the territory to the City of Lodi; (5) qualify a referendum petition to require an election concerning one or more of the Project's legislative approvals, or (6) violate the terms or the spirit of this Agreement in any other manner.

2) Challenge by Third Party:

a. The amendment to the Development Agreement called for in this Agreement will become partially ineffective as set forth below in the event that any other party: (1) files any legal action challenging the City's certification of the EIR; (2) files any legal action challenging the City's approval of the Project's land use approvals; (3) files any legal action challenging the San Joaquin Local Agency Formation Commission's compliance with CEQA; (4) files a legal action challenging the San Joaquin Local Agency Formation Commission's approval of the annexation of the territory to the City of Lodi; or, (5) qualifies a

referendum petition to require an election concerning one or more of the Project's legislative approvals.

b. If an event triggers a partial invalidity as called for above, the ratio of number of acres to be mitigated per Section 2.A. will be reduced by 50% and reimbursement of a portion of the fees paid to Citizens under the Southwest Gateway Development Agreement dated November 15, 2006 (see Paragraph 3C. therein) shall be due from Citizens to Developer (within 60 days of its written notice to Citizens) in the amount of \$7,600. Moreover, Citizens' statute of limitations to file an action challenging the City's certification of the EIR and/or land use approvals will be tolled for thirty (30) days from the limitations period established by CEQA. City and Developer grant a second conditional and limited tolling of the statute of limitations to file an action challenging City's certification of the EIR. This conditional and limited tolling will only arise upon a legal challenge by a third party to LAFCO's determination on the EIR and/or annexation and Citizens' time to file an action shall extend for only thirty (30) days after the third party files its action.

c. In the event that dismissals with prejudice are filed with any applicable Court before answers are filed in the third party litigation then Citizens will dismiss any subsequent actions and the terms of this Agreement shall be fully restored.

### 3. Miscellaneous.

A. Ann Cerney, as the sole representative of Citizens, shall appear at all appropriate City Council hearings and express support for the approval of this Agreement, and non-opposition to the City Council's approval of the Project and certification of the EIR.

B. Citizens represents and warrants that Ann Cerney has authority to execute this Agreement on behalf of Citizens and is authorized to speak on behalf of the organization at all Lodi City Council and other public meetings.

C. Developer has previously agreed to conditionally pay \$40,000 to Citizens as reimbursement to Citizens for attorney fees expended in the negotiation and executing of an amendment to the Southwest Gateway Development Agreement along the same lines as set forth above; therefore, the parties further agree that Developer owes no additional amounts to reimburse members of the Citizens for any time and effort expended in the process of amending the Westside Development Agreement.

D. If the public benefits included in this Agreement are not adopted by the City Council, Citizens' support for approval of this Agreement and non-opposition to the City Council's approval of the Projects and certification of the EIR will be withdrawn and its previously stated objections will be renewed. City and Developer agree not to assert an exhaustion of administrative remedies defense as to those issues specifically raised and exhausted at hearings regarding the Project if litigation ensues and this agreement becomes null and void, or partially invalid, under this Agreement.

### 4. Independent Effect: Effective Date of Agreement.



This Agreement shall be immediately effective and binding upon Citizens and Developer, but subject to termination by condition subsequent should the Lodi City Council not ratify this Agreement at the time of its public hearing on the FCB Westlake Project scheduled after February 1, 2007. The remainder of this Agreement shall only become effective upon the City Council approval of the amendment to the draft Development Agreement that are described in Section 2. Notwithstanding any other provision herein to the contrary, because of the nature of the mitigation measures set forth herein (e.g., ratio of 1:1 acres for agriculture mitigation), the parties agree that this Agreement shall be effective as stand-alone resolutions of their disputes as to this Project.

5. Agreement Not to Sue or Circulate a Referendum Petition.

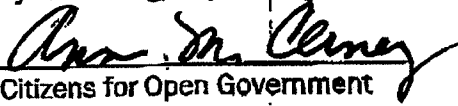
If the amendment to the Development Agreement called for in this Agreement are adopted by the City Council, Citizens agrees that neither it nor its individual members shall sue the City or the San Joaquin Local Agency Formation Commission over the sufficiency of the EIR or the land use/annexation decisions by these public agencies. Further neither Citizens nor its members shall encourage or give assistance to any others to challenge the Developer's Project either administratively or judicially. Moreover, neither Citizens, nor its members, will encourage, indirectly assist or actually circulate a petition to place a referendum on the ballot to force an election about the Project's legislative approvals.

6. Counterparts.

This agreement may be executed in counterparts.

  
Frontier Land Companies  
By: Tom Doucette, President

  
City of Lodi  
By: Blair King, City Manager

  
Citizens for Open Government  
By: Ann Cerney

## SW Gateway Land Use Plan



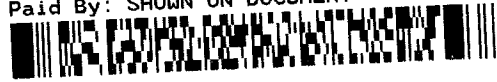
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Government Code Section 6103

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

City of Lodi  
P.O. Box 3006  
Lodi, CA 95241-1910

Attn: City Clerk

Doc #: 2008-116965  
Thu Jul 17 13:27:09 PDT 2008  
Page: 1 of 71 Fee: \$0  
Gary W. Freeman  
San Joaquin County Recorders  
Paid By: SHOWN ON DOCUMENT



(SPACE ABOVE THIS LINE RESERVED FOR  
RECORDER'S USE)

**DEVELOPMENT AGREEMENT**

**BY AND BETWEEN**

**THE CITY OF LODI**

**AND FRONTIER COMMUNITY BUILDERS, INC.**

**FOR FCB SOUTHWEST GATEWAY PROJECT**

## TABLE OF CONTENTS

|   |    |
|---|----|
| RECITALS .....  | 4  |
| 1. Authorization .....  | 4  |
| 2. Property .....   | 4  |
| 3. Project .....  | 4  |
| 4. Public Hearing .....   | 4  |
| 5. Environmental Review .....   | 4  |
| 6. Project Approvals .....  | 4  |
| 7. Need for Services and Facilities .....   | 5  |
| 8. Contribution to Costs of Facilities and Services .....                               | 5  |
| 9. Development Agreement Resolution Compliance .....                                    | 6  |
| 10. Consistency with General and Specific Plan .....                                    | 6  |
| 11. Creation of Career-Oriented Employment Opportunities .....                          | 6  |
| AGREEMENT .....   | 6  |
| 1. Incorporation of Recitals .....  | 6  |
| 2. Description of Property .....  | 6  |
| 3. Interest of Landowner .....  | 6  |
| 4. Relationship of City and Landowner .....   | 6  |
| 5. Effective Date and Term .....  | 6  |
| 5.1. Effective Date .....   | 6  |
| 5.2. Term .....   | 7  |
| 5.3. Automatic Termination Upon Completion and Sale of Residential Lot .....            | 7  |
| 6. Use of Property .....  | 7  |
| 6.1. Right to Develop .....   | 7  |
| 6.2. Permitted Uses .....   | 9  |
| 6.3. Moratorium, Quotas, Restrictions or Other Growth Limitations .....                 | 9  |
| 6.4. Additional Conditions .....  | 12 |
| 6.5. Annexation .....   | 12 |
| 7. Applicable Rules, Regulations, Fees and Official Policies .....                      | 18 |
| 7.1. Rules Regarding Permitted Uses .....   | 18 |
| 7.2. Rules Regarding Design and Construction .....                                      | 18 |
| 7.3. Changes in State or Federal Law .....  | 18 |
| 7.4. Uniform Codes Applicable .....   | 19 |
| 8. Existing Fees, Subsequently Enacted Fees, Dedications, Assessments and Taxes .....   | 19 |
| 8.1. Processing Fees and Charges .....  | 19 |
| 8.2. Existing Fees, Exactions and Dedications .....                                     | 20 |
| 8.3. Subsequent Development Impact Fees, Exactions and Dedications .....                | 20 |
| 9. Community Facilities District .....  | 20 |
| 9.1. Inclusion in Community Facilities District .....                                   | 20 |
| 9.2. Use of Community Facilities District Revenues .....                                | 22 |
| 9.3. Community Facilities District for Residential Property – Landowner Financing ..... | 22 |
| 10. Processing of Subsequent Development Applications and Building Permits .....        | 22 |
| 11. Amendment or Cancellation .....   | 22 |
| 11.1. Modification Because of Conflict with State or Federal Laws .....                 | 22 |
| 11.2. Amendment by Mutual Consent .....   | 23 |

|       |  |    |
|-------|--|----|
| 11.3. | Insubstantial Amendments .....   | 23 |
| 11.4. | Amendment of Project Approvals .....   | 23 |
| 11.5. | Cancellation by Mutual Consent .....   | 23 |
| 12.   | Term of Project Approvals .....  | 23 |
| 13.   | Annual Review .....  | 23 |
| 13.1. | Review Date .....  | 24 |
| 13.2. | Initiation of Review .....   | 24 |
| 13.3. | Staff Reports .....  | 24 |
| 13.4. | Costs .....  | 24 |
| 13.5. | Non-compliance with Agreement; Hearing .....   | 24 |
| 13.6. | Appeal of Determination .....  | 24 |
| 14.   | Default .....  | 24 |
| 14.1. | Procedure Regarding Defaults .....   | 25 |
| 15.   | Estoppel Certificate .....   | 26 |
| 16.   | Mortgagee Protection; Certain Rights of Cure .....   | 26 |
| 16.1. | Mortgagee Protection .....   | 26 |
| 16.2. | Mortgagee Not Obligated .....  | 26 |
| 16.3. | Notice of Default to Mortgagee and Extension of Right to Cure .....  | 27 |
| 17.   | Severability .....   | 27 |
| 18.   | Applicable Law .....   | 27 |
| 19.   | Attorneys' Fees and Costs in Legal Actions By Parties to the Agreement .....                                       | 27 |
| 20.   | Attorneys' Fees and Costs in Legal Actions By Third Parties to the Agreement and Continued Permit Processing ..... | 27 |
| 21.   | Transfers and Assignments .....  | 28 |
| 22.   | Agreement Runs with the Land .....   | 28 |
| 23.   | Bankruptcy .....   | 28 |
| 24.   | Indemnification .....  | 28 |
| 25.   | Insurance .....  | 29 |
| 25.1. | Public Liability and Property Damage Insurance .....   | 29 |
| 25.2. | Workers' Compensation Insurance .....  | 29 |
| 25.3. | Evidence of Insurance .....  | 29 |
| 26.   | Excuse for Nonperformance .....  | 29 |
| 27.   | Third Party Beneficiaries .....  | 30 |
| 28.   | Notices .....  | 30 |
| 29.   | Form of Agreement; Recordation; Exhibits .....   | 30 |
| 30.   | Further Assurances .....   | 30 |
| 31.   | City Cooperation .....   | 30 |

## **DEVELOPMENT AGREEMENT FCB SOUTHWEST GATEWAY PROJECT**

This Development Agreement is entered into as of this 6th day of December, 2006, by and between the CITY OF LODI, a municipal corporation ("City"), and, FRONTIER COMMUNITY BUILDERS, INC. ("Landowner"). City and Landowner are hereinafter collectively referred to as the "Parties" and singularly as "Party."

### **RECITALS**

1. **Authorization.** To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Government Code Section 65864, et seq. (the "Development Agreement Statute"), which authorizes the City and any person having a legal or equitable interest in the real property to enter into a development agreement, establishing certain development rights in the Property which is the subject of the development project application.

2. **Property.** Landowner holds a legal or equitable interest in certain real property located in the City of Lodi, County of San Joaquin, more particularly described in Exhibit A-1 attached hereto (the "Property"). Landowner represents that all persons holding legal or equitable interests in the Property shall be bound by this Agreement.

3. **Project.** Landowner has obtained various approvals from the City (described in more detail in Recital 6 below) for a mixed use project known as FCB Southwest Gateway (the "Project") to be located on the Property.

4. **Public Hearing.** On October 25, 2006, the Planning Commission of the City of Lodi, acting pursuant to Government Code Section 65867, held a hearing to consider this Agreement and the Planning Commission action has been reported to the City Council.

5. **Environmental Review.** On November 15, 2006, the City Council certified as adequate and complete, the Lodi Annexation Environmental Impact Report ("EIR") for the Southwest Gateway Project. Mitigation measures were required in the EIR and are incorporated into the Project and into the terms and conditions of this Agreement, as reflected by the findings adopted by the City Council concurrently with this Agreement.

6. **Project Approvals.** The following land use approvals (together the "Project Approvals") have been granted for the Property, which entitlements are the subject of this Agreement:

6.1. The EIR. The Mitigation Measures in the EIR are incorporated into the Project and into the terms and conditions of this Agreement (City Resolution No. 2006-209);

6.2. A General Plan Amendment (the "General Plan"), (attached hereto as Exhibit B) approved by the City on November 15, 2006 (City Resolution No. 2006-211);

6.3. The Zoning of the Property (attached hereto as Exhibit B-1) approved by the City on December 6, 2006 (City Ordinance No. 1787);

6.4. The Large Lot Tentative Subdivision Map for the Project (attached hereto as Exhibit C-1) to be subsequently considered by the City through a noticed public hearing process. (The parties agree that the large lot subdivision map included herein is for illustrative purposes only and shall not be effective until approved through a notice public hearing process by the City. If approved by the City, the Large Lot Subdivision Map shall thereafter be included within the Project Approvals listed herein);

6.5. Reserved;

6.6. The Development Plan and Infrastructure Plan for the Project (attached hereto as Exhibit D), approved by the City on December 6, 2006 by Ordinance No. 1788;

6.7. The Growth Management Allocations, as required by Chapter 15.34 of the Lodi Municipal Code, as set forth in Exhibit E, approved by the City on December 6, 2006 by Ordinance No. 1788;

6.8. This Development Agreement, as adopted on December 6, 2006 by City Ordinance No. 1788 (the "Adopting Ordinance"); and,

6.9. The Annexation Approvals granted by San Joaquin County Local Agency Formation Commission as shown in Exhibit F attached hereto.

7. **Need for Services and Facilities.** Development of the Property will result in a need for municipal services and facilities, some of which will be provided by the City to such development subject to the performance of Landowner's obligations hereunder. With respect to water, pursuant to Government Code Section 65867.5, any tentative map approved for the Property will comply with the provisions of Government Code 66473.7.

8. **Contribution to Costs of Facilities and Services.** Landowner agrees to contribute to the costs of such public facilities and services as required herein to mitigate impacts on the community of the development of the Property, and City agrees to provide such public facilities and services as required herein to assure that Landowner may proceed with and complete development of the Property in accordance with the terms of this Agreement. City and Landowner recognize and agree that, but for Landowner's contributions set forth herein including contributions to mitigate the impacts arising as a result of development entitlements granted pursuant to this Agreement, City would not and could not approve the development of the Property as provided by this Agreement and that, but for City's covenant to provide certain

facilities and services for development of the Property, Landowner would not and could not commit to provide the mitigation as provided by this Agreement. City's vesting of the right to develop the Property as provided herein is in reliance upon and in consideration of Landowner's agreement to make contributions toward the cost of public improvements as herein provided to mitigate the impacts of development of the Property as development occurs.

9. **Development Agreement Resolution Compliance.** City and Landowner have taken all actions mandated by, and fulfilled all requirements set forth in, the Development Agreement Resolution of the City of Lodi, as set forth in the City Council Resolution No. 2005-237 for the consideration and approval of the pre-annexation and development agreement.

10. **Consistency with General and Specific Plan.** Having duly examined and considered this Agreement and having held properly noticed public hearings hereon, the City found that this Agreement satisfies the Government Code §65867.5 requirement of general plan consistency.

NOW, THEREFORE, in consideration of the mutual promises, conditions and covenants hereinafter set forth, the Parties agree as follows:

### **AGREEMENT**

1. **Incorporation of Recitals.** The Preamble, the Recitals and all defined terms set forth in both are hereby incorporated into this Agreement as if set forth herein in full.

2. **Description of Property.** The property, which is the subject of this Development Agreement, is described in Exhibit A-1 and depicted in Exhibit A-2 attached hereto ("Property").

3. **Interest of Landowner.** The Landowner has a legal or equitable interest in the Property. Landowner represents that all persons holding legal or equitable interests in the Property shall be bound by the Agreement.

4. **Relationship of City and Landowner.** It is understood that this Agreement is a contract that has been negotiated and voluntarily entered into by City and Landowner and that Landowner is not an agent of City. The City and Landowner hereby renounce the existence of any form of joint venture or partnership between them, and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making the City and Landowner joint venturers or partners.

5. **Effective Date and Term.**

5.1. **Effective Date.** The effective date of this Agreement ("Effective Date") is December 6, 2006, which is the effective date of City Ordinance No. 1788 adopting this Agreement.



**5.2. Term.** Upon execution, the term of this Agreement shall commence on the Effective Date and extend for a period of fifteen (15) years, unless said term is terminated, modified or extended by circumstances set forth in this Agreement. Following the expiration of the term, this Agreement shall be deemed terminated and of no further force and effect. Said termination of the Agreement shall not affect any right or duty created by City approvals for the Property adopted prior to, concurrently with, or subsequent to the approval of this Agreement nor the obligations of Sections 20, 24 or 25 of this Agreement. In the event that litigation is filed by a third party (defined to exclude City and Landowners or any assignees of Landowner) which seeks to invalidate this Agreement or the Project Approvals, the expiration date of this Agreement shall be extended for a period equal to the length of time from the time the summons and complaint and/or petition are served on the defendant(s) until the judgment entered by the court is final and not subject to appeal; provided, however, that the total amount of time for which the expiration date shall be extended as a result of such litigation shall not exceed four years.

**5.3. Automatic Termination Upon Completion and Sale of Residential Lot.** This Agreement shall automatically be terminated, without any further action by either party or need to record any additional document, with respect to any single-family residential lot within a parcel designated by the Project Approvals for residential use, upon completion of construction and issuance by the City of a final occupancy permit for a dwelling unit upon such residential lot and conveyance of such improved residential lot by Landowner to a bona-fide good-faith purchaser thereof. In connection with its issuance of a final inspection for such improved lot, City shall confirm that all improvements, which are required to serve the lot, as determined by City, have been accepted by City. Termination of this Agreement for any such residential lot as provided for in this Section shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such lot at the time of termination.

**6. Use of Property.**

**6.1. Vested Right to Develop.** Landowner shall have the vested right to develop the Project in accordance with the terms and conditions of this Agreement, the Project Approvals, the City's existing policies, standards and ordinances (except as expressly modified by this Section 6.1 and Section 8.3) and any amendments to any of them as shall, from time to time, be approved pursuant to this Agreement. Landowner's vested right to develop the Property shall be subject to subsequent approvals; provided however, except as provided in Section 6.3, that any conditions, terms, restrictions and requirements for such subsequent approvals shall not prevent development of the Property for the uses, or reduce the density and intensity of development, or limit the rate or timing of development set forth in this Agreement, so long as Landowner is not in default under this Agreement. Notwithstanding the vested rights granted herein, Landowner agrees that the following obligations, which are presently being developed, shall apply to development of the Property:

- 6.1.1** Payment of a development fee for a proportionate share of the design and construction cost of the Highway 99 interchange project at Harney Lane.
- 6.1.2** Payment of Agricultural Land Mitigation fee, as identified in Mitigation Measure LU-2, pursuant to the ordinance and/or resolution to be adopted by the City of Lodi.
- 6.1.3** Payment of Electric Capital Improvement Mitigation fee (see Section 6.4.10) pursuant to the ordinance and/or resolution to be adopted by the City of Lodi.
- 6.1.4** Payment of development fee for proportionate share of the costs of designing and constructing a water treatment system and/or percolation system for treatment of water acquired from Woodbridge Irrigation District (see Section 6.4.4) pursuant to the ordinance and/or resolution to be adopted by the City of Lodi.

With regards to the fees identified in Sections 6.1.1, 6.1.2, 6.1.3, and 6.1.4 and these fees only, Landowner hereby consents to their imposition as conditions of approval on any discretionary or ministerial land use entitlement subsequently granted by the City including but not limited to issuance of building permits. City agrees that the fees payable by the Landowner pursuant to Sections 6.1.1, 6.1.2, 6.1.3 and 6.1.4 shall be adopted in conformance with applicable law, and shall apply uniformly to all new development on properties within the City that are zoned consistent with the Project Approvals, or apply uniformly to all new development on properties that are similarly situated, whether by geographic location or other distinguishing circumstances. Except for the fees identified in this Agreement including but not limited to the Project Approvals, Sections 6.1.1, 6.1.2, 6.1.3, 6.1.4 and 8.3, no other subsequently enacted development or capital fee shall be imposed as a condition of approval on any discretionary or ministerial decision. The Parties acknowledge and agree that the fees applicable to the development pursuant to the Project Approvals and this Agreement may be increased during the term of this Agreement provided that (1) such increases are limited to annual indexing (i.e. per the Engineering News Record Index, or the CPI, or other index utilized by the City) and as provided in current fee ordinances and (2) the increased fees are adopted in conformance with applicable law, apply uniformly to all new development on properties within the City that are zoned consistent with the Project Approvals, or apply uniformly to all new development on properties that are similarly situated, whether by geographic location or other distinguishing circumstances. The initial adjustment shall be effective as of four years after the Effective Date of the Agreement and shall be calculated based on the difference in the applicable index from the numerical rate at the end of the month following the third year after the Effective Date and the numerical rate at the end of the month following the fourth year after the Effective Date. All subsequent increases shall be based on the annual change in the applicable index. Notwithstanding the preceding sentence, index adjustments to the fees set forth in Section 8.2, subsections 2, 3 and 4 shall be effective annually as set forth in the relevant ordinances and resolutions. Moreover, Landowner will be subject to the indexing called for above even if Landowner has filed a complete application for a Vesting Tentative Map and will not vest against such indexing until payment of the fees as called for in this Agreement.

**6.2. Permitted Uses.** The permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation or dedication of land for public purposes, location and maintenance of on-site and off-site improvements, location of public utilities and other terms and conditions of development applicable to the Property, shall be those set forth in this Agreement, the Project Approvals and any amendments to this Agreement or the Project Approvals. City acknowledges that the Project Approvals provide for the land uses and approximate acreages for the Property as set forth in Exhibit B-1 and Exhibit B-2.

**6.3. Moratorium, Quotas, Restrictions or Other Growth Limitations.**

Landowner and City intend that, except as otherwise expressly provided in this Agreement, this Agreement shall vest the Project Approvals against subsequent City resolutions, ordinances and initiatives approved by the City Council or the electorate that directly or indirectly limit the rate, timing, or sequencing of development, or prevent or conflict with the permitted uses, density and intensity of uses or the right to receive public services as set forth in the Project Approvals; provided however Landowner shall be subject to rules, regulations or policies adopted as a result of changes in federal or state law (as provided in Section 7.3) which are or have been adopted on a uniformly applied, City-wide or area-wide basis, in which case City shall treat Landowner in a uniform, equitable and proportionate manner with all properties, public and private, which are impacted by the changes in federal or state law.

**6.3.1 Allocations Under City Growth Management Program**

**a. Allocations Required Prior to Map Approval**

Consistent with the City's Growth Management Program, which shall apply to the Project, except as otherwise provided herein, no tentative map for any portion of the Property shall be issued until such time as Landowner has obtained allocations for each residential unit within the area covered by such map, consistent with the Growth Management Ordinance (Ordinance 1521), codified as Section 15.34 of the City of Lodi Municipal Code.

**b. Schedule of Allocation of Residential Units**

The following schedule of residential unit allocations shall apply to the Project.

**(i) Initial Allocation:**

As of the Effective Date of this Agreement, the following number of residential units shall be initially allocated to the Project from the City's reserve of unused allocations ("Initial Allocation"):

300 Low Density units

300 High Density units (300 units shall be used to construct 300 apartment units adjacent to Highway 12/Kettleman Lane as shown in the Project Approvals)

Except for the requirement set forth in Section 6.3.1(a) above the Initial Allocation has been determined to be exempt from and in compliance with the provisions of the Growth Management Ordinance and Resolutions 91-170 and 91-171 (timing and point system requirements).

(ii) Subsequent Annual Allocations:

As of the Effective Date of this Agreement, Landowner shall be entitled to apply for future annual allocations in three-year increments, and on a rolling basis. Provided that Landowner otherwise complies with the City's Growth Management Program, Landowner shall be entitled to annual allocations set forth in Exhibit E ("Annual Allocations"). If Landowner elects in any year to request fewer allocations than provided for in Exhibit E or if the term of any allocation granted expires before it is used as part of obtaining a subdivision map, Landowner shall be entitled to receive, upon submission of a complete growth management allocation application, additional allocations after the eighth year of this Agreement and through the term of this Agreement including any extension thereto granted pursuant to Section 5.2. The total number of growth management allocations granted hereunder shall be limited to the number of residential units approved as part of the Project Approvals excluding any senior housing residential units. The use of such allocations shall be restricted to the year for which such allocations were made, consistent with the Growth Management Ordinance. Notwithstanding the foregoing, Landowner may request additional allocations, over and above those set forth in Exhibit "E", and City may grant such allocations in its discretion, provided such additional allocations are consistent with the City's Growth Management Allocation Program, Resolutions 91-170 and 91-171, subject to such additional community benefits and/or exactions negotiated upon such a request.

Landowner is not required to apply for such allocations on an annual basis. Landowner may instead comply with all development plan and related requirements under the Growth Management Ordinance and Resolutions 91-170 and 91-171 every third year, at which time Landowner may apply for allocations for the next three-year period. After the expiration of the year for which an Annual Allocation was issued to Landowner, Landowner may submit a request and be issued by the City another Annual Allocation, such that Landowner may maintain, on a rolling basis, a number of allocations equal to three Annual Allocations. Except for allowing the Landowner this flexibility in terms of the number of years for which Landowner may apply, all requests for Annual Allocations must otherwise comply with the Growth Management Ordinance and Resolutions 91-170 and 91-171.

The requirement that Landowner apply for Annual Allocations does not alter the vested rights of the Project, specifically as to the General Plan and zoning designation of the Project.

(c) Growth Management Ordinance in full force and effect:

Except where otherwise specifically stated herein, nothing in this section 6.3.1 is intended to modify in any way the City's Growth Management Program, including its exemptions under Section 15.34.040 (e.g., for senior citizen housing).

Section 6.3.2 Future Growth Control Ordinances/Policies, Etc.

(a) One of the specific purposes of this Agreement is to assure Developer that, during the term of this Agreement no growth-management ordinance, measure, policy, regulation or development moratorium of City adopted by the City Council or by vote of the electorate after the Effective Date of this Agreement will apply to the Property in such a manner so as to the reduce the density of development , modify the permissible uses, or modify the phasing of the development as set forth in the Project Approvals.

(b) Therefore, the parties hereto agree that, except as otherwise expressly provided in the Project Approvals, Sections 6.1, 6.3.1 or 6.4 or other provision of this Agreement which expressly authorize City to make such pertinent changes, no ordinance, policy, rule, regulation, decision or any other City action, or any initiative or referendum voted on by the public, which would be applicable to the Project and which would affect in any way the rate of development, construction and build out of the Project, or limit the Project's ability to receive any other City service shall be applicable to any portion of the Project during the term of this Agreement, whether such action is by ordinance, enactment, resolution, approval, policy, rule, regulation, decision or other action of City or by public initiative or referendum.

(c) City, through the exercise of either its police power or its taking power, whether by direct City action or initiative or referendum, shall not establish, enact or impose any additional conditions, dedications, fees or other exactions, policies, standards, laws or regulations, which directly relate to the development of the Project except as provided in Sections 6.1, 6.3.1, or 6.4 herein or other provision of this Agreement which expressly allows City to make such changes. Nothing herein prohibits the Project from being subject to a (i) City-wide bond issue, (ii) City-Wide special or general tax, or (iii) special assessment for the construction or maintenance of a City-wide facility as may be voted on by the electorate or otherwise enacted; provided that such tax, assessment or measure is City-wide in nature, does not discriminate against the land within the Project and does not distinguish between developed and undeveloped parcels.

(d) This Agreement shall not be construed to limit the authority of City to charge processing fees for land use approvals, public facilities fees and building permits as they relate to plumbing, mechanical, electric or fire code permits, or other similar permits and entitlements which are in force and effect on a city-wide basis at the time those permits are applied for, except to the extent any such processing regulations would be inconsistent with this Agreement.

(e) Notwithstanding subdivision (b), the City may condition or deny a permit, approval, extension, or entitlement if it determines any of the following:

(1) A failure to do so would place the residents of the Project or the immediate community, or both, in a condition dangerous to their health or safety, or both.

(2) The condition or denial is required in order to comply with state or federal law (see Section 7.3).

#### **6.4. Additional Conditions.**

**6.4.1. Timing of Dedications and Improvements of Parks other than DeBenedetti Park** Landowner agrees to dedicate park land and complete construction of all the park improvements within the Southwest Gateway area as described and set forth in the Project Approvals at its sole cost and expense. The lists of the parks and park improvements contemplated herein are set forth in Exhibit "I" and "J". Landowner and City agree that the provision of land and the construction of all park facilities and installation of equipment within the Project boundaries will satisfy Landowner's Quimby Act obligations for the Southwest Gateway project as set forth in Lodi Municipal Code. Therefore, Landowner shall not be obligated to pay any additional park fees, other than the payments required pursuant to Section 6.4.8, and Landowner shall not be entitled to any credit for the value of the improvements constructed or equipment installed. The phasing of such improvements shall be in compliance with the Phasing Schedule included in Exhibit I.

With regards to the park improvements listed in Exhibit J, prior to approval by the City of the first tentative subdivision map, Landowner shall prepare plans and specifications for all park improvements included in the Southwest Gateway Project Approvals and submit those plans and specifications to the City for review and approval which approval will not be unreasonably withheld provided that the plans and specifications contain all park improvements listed in Exhibit J and satisfy all applicable conditions of approval included in the Project Approvals. The Landowner shall construct the parks in compliance with the approved plans and specifications. The City will inspect improvements during construction. If improvements are of poor quality and/or do not meet the requirements of approved plans and specifications, the City will notify the Landowner in writing and the Landowner, at its sole cost, shall correct any errors or deficiencies. The Landowner shall construct the parks to the satisfaction of the City, which shall be defined as compliance with the approved plans and specifications.

**6.4.2 Payment of Utility Exit Fees** The Lodi Electric Utility is a city-owned and operated utility that provides electrical utility services for residential, commercial and industrial customers in Lodi. As the proposed project sites would be annexed to the City of Lodi, the Lodi Electric Utility would provide electrical utility services to the project site. To the extent that Landowner is assessed "exit fees," also known as "Cost Responsibility Surcharges," by Pacific Gas & Electric for its departing load, Landowner shall pay said fees when they are

due. Landowner may, at its option and at its own cost, request a Cost Responsibility Surcharge Exemption from the California Energy Commission for any qualified departing load pursuant to Title 20, California Code of Regulations, Section 1395, et. seq. Forms for the exemption are available on-line at [http://www.energy.ca.gov/exit\\_fees/documents/2004-02-18\\_PGE\\_EXEMP\\_APPL.PDF](http://www.energy.ca.gov/exit_fees/documents/2004-02-18_PGE_EXEMP_APPL.PDF) City makes no representation that Landowner is eligible for exemptions pursuant to these regulations. Landowner agrees to save, defend, indemnify and hold harmless City from any and all costs, judgments or awards owed to Pacific Gas & Electric arising out of or related to City's provision of electrical utility services to the project site.

#### **6.4.3 Maintenance of Specified Public Improvements**

Landowner agrees to provide or pay for all park, median strip, and other landscaping maintenance and repairs for two years for lands dedicated by the Landowner to the City and accepted by the City. In the event that Landowner chooses to pay the City for the costs of maintenance and repair, the City shall provide an estimate of the annual costs and the Landowner shall pay the full amount within thirty calendar days after the City by U.S. Mail or email, transmits the estimate to the Landowner. If the amount paid to the City exceeds the actual amount incurred by the City plus reasonable staff costs to administer the contract, the City shall, within a reasonable period of time, refund the difference to the Landowner.

**6.4.4 Water Treatment and/or Percolation Cost** Landowner shall pay a fee based on the proportionate share of the costs of designing and constructing a water treatment system and/or percolation system for treatment of water acquired by the City from the Woodbridge Irrigation District. Landowner shall pay the fee as required under the fee program to be development by the City, but in no event later than when water service connection for each residential, office and commercial unit is provided.

**6.4.5 Utility Line Extension** City is preparing a policy pursuant to which property developed will pay the actual costs of capital improvements necessary to extend utility services to a development. Landowner acknowledges that such an extension is necessary to implement the Project Approvals on the Property. Landowner agrees to pay the City, pursuant to the policy to be adopted by the City, the costs of the capital improvements necessary to extend utility services to the Property.

#### **6.4.6 Payment for Park and Recreation Department Equipment**

In addition to construction of any park and public works improvements required pursuant to the Project Approvals and this Agreement, Landowner shall pay One Hundred Thousand U.S. dollars (\$100,000) to the City for use to acquire equipment for the Lodi Parks and Recreation and Public Works Departments. The amount payable hereunder shall be paid based upon the following schedule of payments:

Payment Due Date

Payment Amount

1. Payment of \$100,000 for acquisition of parks equipment/  
Lawnmower upon the effective date of this Agreement.

**6.4.7 Improvements to be Designed and Constructed by  
Landowner Within or Adjacent to the Project Boundaries**

The Project Approvals require the installation of specified public and private improvements. Landowner shall, as specified in the Project Approvals, either design, engineer and construct the following improvements or pay the City the appropriate fee for the design, engineering and construction of said improvements. The obligations imposed on the Landowner herein shall be in addition to any other obligations set forth in this Agreement

In the event that any of Developer's improvements encroach upon any city facilities, property or rights of way, developer shall indemnify City against any and all expenses, including legal fees, incurred by the City to secure replacement facilities, property or rights of way.

**6.4.7.1 Surface Water Facilities**

Transmission Main (Proportionate share of the total design, engineering and construction costs)  
Storage Tank (Proportionate share of the total design, engineering and construction costs)

**6.4.7.2 Water Supply Facilities**

One new water well to cover proposed development within the Southwest Gateway area. The well will be installed in the Southwest Gateway area at the location identified in the Project Approvals or approved by the City Engineer. The well shall be installed and operational on or before January 1, 2010 or earlier if otherwise required by the Water Master Plan.

**6.4.7.3 Water Distribution Facilities**

All water pipes and related infrastructure in all streets.  
Any interim or temporary facilities as determined necessary by the Public Works Director.

**6.4.7.4 Sewer Collection Facilities**

All sewer pipes and related infrastructure in all streets.  
Any interim or temporary facilities as determined necessary by the Public Works Director.

**6.4.7.5 Recycled Water Facilities**

All recycled water pipes and related infrastructure for irrigations systems located in or on streets, public and private school sites (to property boundary line only), places of assembly



including but not limited to religious facilities (to property boundary line only), and high density residential sites.

Provide up to a maximum of \$50,000 to partially fund the City of Lodi Recycled Water Master Plan Study.

#### **6.4.7.6 Storm Drainage Facilities**

All stormwater pipes and related infrastructure in all streets and basins.

All stormwater detention basins, control structures, pumping facilities and appurtenant piping and controls.

Any interim or temporary facilities as determined necessary by the Public Works Director.

Developer will be entitled to apply for reimbursement under Lodi Municipal Code Chapter 16.40 for benefit received by undeveloped properties as a result of the construction of the improvements required by this paragraph. Without limiting in any manner, the City Council's future exercise of its legislative discretion in the public hearing called for by Chapter 16.40, the parties anticipate that the benefited properties will be those set forth in Exhibit J. The parties also expressly acknowledge the final determination of benefited properties shall be determined pursuant to process set forth in Chapter 16.40.

#### **6.4.7.7 Streets and Roads**

(i) Design and construct all streets within the Project Boundary as set forth in the Project Approvals.

(ii) Dedicate land necessary for and design and install improvements including curb, gutter, sidewalk and landscaping on the west side of Lower Sacramento Road between Lodi Shopping Center and Harney Lane. The land dedicated and the improvements installed shall be consistent with Lodi standards and the Project Approvals.

(iii) Dedicate land adjacent to the Project frontage which is necessary for expansion of Harney Lane between Legacy Estates Unit No. 1 and the western City sphere of influence boundary as established in the General Plan and as necessary to comply with the City standards and Project Approvals. In addition, in the event that City, in compliance with applicable laws, takes action to form an assessment district to pay the costs of design and construction of Harney Lane as described herein, Landowner agrees to cast all votes within the control of Landowner in favor of formation of the assessment district and to not protest the formation of the assessment district. In the event, that City elects not to create an assessment district or there are not sufficient votes cast in favor of the assessment district to allow its formation, Landowner shall, at its sole cost, design and construct the improvements to Harney Lane adjacent to the Property necessary to meet City standards and to comply with the Project Approvals.

(iv) Landowner acknowledges the City Council's passage of Resolution No. 2007-52 on March 21, 2007, relating to utility improvements along Lower Sacramento Road, which affects certain property within the Project. By agreement with the City, the current property owners are obligated to pay certain assessments to the City pursuant to Resolution No. 2007-52. The fee

amount as of the Effective Date is \$596,004.00. Said assessments must be paid in full prior to recordation of any final map on properties along Lower Sacramento Road.

(v) Dedication of necessary land, design and installation of transition roadway lane adjacent to the Property along Highway 12/Kettleman Lane.

(vi) Payment of Fair Share Costs for traffic mitigation measures that are not projects within the Streets & Roads Fee Program.

#### **6.4.7.8 Sewer Trunk Facilities**

Realignment to location approved by City and reconstruction of Domestic Trunk and Industrial Trunk Lines that presently cross the Property.

Pursuant to Lodi Resolution No. 2004-29, pay existing reimbursement obligations which presently total \$300,206.43 related to the Harney Lane Sewer Lift Station and Trunk Line. The amount payable shall be paid upon submission of the first tentative subdivision map which covers in part any portion of parcels 058-040-01, 058-040-02, 058-040-04, 058-040-05 or 058-040-14.

#### **6.4.8 DeBenedetti Park Construction**

Within six years of the Effective Date of this Agreement, Landowner shall pay the City Eight Million U.S. dollars (\$8,000,000) for the design, engineering and construction of DeBenedetti Park as set forth in the Improvement Plans for DeBenedetti Park, Phase I and Phase 2, December 2004 plan. Landowner may satisfy part or all of this obligation through the provision of services necessary to design and construct DeBenedetti Park provided that (1) Landowner requests and obtains advance written approval from the City for any design or construction services provided which said approval shall include an agreed upon value of said services, and (2) Landowner complies with all applicable laws including but not limited to laws requiring payment of prevailing wages for any construction services or actions.

Landowner acknowledges that City will enter into contracts to design and construct DeBenedetti Park. As consideration for City's agreement to authorize satisfaction of this obligation, Landowner agrees to the following payment schedule:

1. Not later than three (3) years after the approval of this Agreement by the City Council, Landowner shall pay the City two million U.S. Dollars (\$2,000,000). In the event, that any party other than the City or Landowner file a litigation challenging the approval by the City of the Project Approvals, the payment specified herein shall be due not later than four (4) years after the approval of this Agreement by the City Council. Landowner's failure to pay the amount required herein shall be considered a material default of this Agreement.
2. Not later than five years after the approval of this Agreement by the City Council, Landowner shall pay the City an additional three million U.S. Dollars (\$3,000,000).

Landowner's failure to pay the amount required herein shall be considered a material default of this Agreement.

3. No later than six years after the approval of this Agreement by the City Council, Landowner shall either (1) pay the City an additional three million U.S. Dollars (\$3,000,000) or (2) provide a letter of credit payable to the City or other form of security acceptable to the City in an amount equal to \$3,000,000. The letter of credit or other form of security shall be subject to review and approval as to form by the City Attorney. Landowner further acknowledges that the City may choose to obtain financing for the design and construction costs of DeBenedetti Park and Landowner agrees that the letter of credit or other form of security provided for herein shall be required to be in a form that is necessary to assist the City in obtaining financing at competitive market interest rates. City agrees that Landowner may substitute a letter of credit, in a form reasonably acceptable to the City Attorney, for a lesser amount upon satisfaction of a portion of the total obligation set forth herein. Upon delivery of such replacement letter of credit and its approval as to form by the City Attorney, the City will release and convey to Landowner the prior letter of credit. City further agrees that the other form of security may be in the form of a promissory note and deed of trust secured by a portion of the Property which has a value equal to a minimum of \$3,000,000. The outstanding principal balance set forth in the Promissory Note shall not accrue interest. Notwithstanding anything to the contrary set forth herein, the entire outstanding payment obligation required pursuant to this section shall be payable in full upon the sale or other Transfer of the Property encumbered by the Deed of Trust ("Restricted Property") or (ii) the occurrence of an Event of Default as specified in the Promissory Note or Deed of Trust.

The Deed of Trust shall be recorded against the Restricted Property subordinate only to such liens as City may approve in writing. The City will not unreasonably withhold consent to subordinate the Promissory Note and Deed of Trust to construction financing for the Project provided that the principal amount of such construction financing does not exceed seventy-five percent (75%) of the appraised fair market value of the Project and the Restricted Property, and provided further that the senior lender agrees to provide reasonably adequate protections to City, including reasonable notice and cure rights in the event of default, and an agreement that if, prior to foreclosure of the senior loan, the City takes title to the Restricted Property and cures the default, the lender will not exercise any right it may have to accelerate the loan by reason of the transfer of title to the City.

The parties further agree that the if final \$3,000,000 payment required herein has not been paid by or before the end of the eighth year after approval of this Agreement by the City Council, the City may require payment pursuant to the terms of the letter of credit or other form of security provided and may foreclose on the deed of trust and promissory note.

## **6.5 Annexation**

The ability to proceed with development of the Property pursuant to the Project Approvals shall be contingent upon the annexation of the Property into the City. Pending such annexation, Landowner may, at its own risk, process tentative parcel maps and tentative subdivision maps and improvement or construction plans and City may conditionally approve such tentative maps and/or improvement plans in accordance with the Entitlements, provided City shall not approve any final parcel map or final subdivision map for recordation nor approve the issuance of any grading permit for grading any portion of the Property or building permit for any structure within the Property prior to the annexation of the Property to the City.

City shall use its best efforts and due diligence to initiate such annexation process, obtain the necessary approvals and consummate the annexation of the Property into the City, including entering into any annexation agreement that may be required in relation thereto, subject to the City's review and approval of the terms thereof. Landowner shall be responsible for the costs reasonably and directly incurred by the City to initiate, process and consummate such annexation, the payment of which shall be due in advance, based on the City's estimate of such cost, and thereafter as and when the City provides an invoice(s) for additional costs incurred by City therefore in excess of such estimate.

## **7. Applicable Rules, Regulations, Fees and Official Policies.**

**7.1. Rules Regarding Permitted Uses** Except as provided in this Agreement, the City's ordinances, resolutions, rules, regulations and official policies governing the permitted uses of the Property, the density and intensity of use, the rate timing and sequencing of development, the maximum height and size of proposed buildings, and provisions for reservation and dedication of land shall be those in force on the Effective Date of this Agreement. Except as provided in Section 8.2, this Agreement does not vest Landowner's rights to pay development impact fees, exactions and dedications, processing fees, inspection fees, plan checking fees or charges.

**7.2. Rules Regarding Design and Construction.** The Project has been designed as a Planned Development pursuant to Chapter 17.33 of the Lodi Municipal Code. Design, improvements and construction standards shall be as set forth in Project Approvals including the Development Plan, and shall be vested for the term of this Agreement. Unless otherwise provided within the Development Plan or expressly provided in this Agreement, all other ordinances, resolutions, rules, regulations and official policies governing design, improvement and construction standards and specifications applicable to the Project and to public improvements to be constructed by the Landowner shall be those in force and effect at the time the applicable permit approval is granted.

**7.3. Changes in State or Federal Law.** This Agreement shall not preclude the application to development of the Property of changes in City laws, regulations, plans or policies, the terms of which are specifically mandated and required by changes in State or

Federal laws or regulations. These changes may include any increase in an existing fee or imposition of a new fee that are necessary for the City or Landowner to comply with changes in State or Federal laws or regulations, including but not limited to sewer, water and stormwater laws or regulations.

**7.4. Uniform Codes Applicable.** Unless otherwise expressly provided in this Agreement, the Project shall be constructed in accordance with the provisions of the Uniform Building, Mechanical, Plumbing, Electrical and Fire Codes, City standard construction specifications, and Title 24 of the California Code of Regulations, relating to Building Standards, in effect at the time of approval of the appropriate building, grading, encroachment or other construction permits for the Project. If no permits are required for infrastructure improvements, such improvements will be constructed in accordance with the provisions of the Uniform Building, Mechanical, Plumbing, Electrical and Fire Codes, City standard construction specifications, and Title 24 of the California Code of Regulations, relating to Building Standards, in effect at the start of construction of such infrastructure.

**8. Existing Fees, Newly Enacted Fees, Dedications, Assessments and Taxes.**

**8.1. Processing Fees and Charges.** Landowner shall pay those processing, inspection, and plan check fees and charges required by City under then current regulations for processing applications and requests for permits, approvals and other actions, and monitoring compliance with any permits issued or approvals granted or the performance of any conditions with respect thereto or any performance required of Landowner hereunder.

**8.2. Existing Fees, Exactions and Dedications** Landowner shall be obligated to provide all dedications and exactions and pay all types of fees as required for the types of development authorized by the Project Approvals as of the Effective Date of this Agreement. With regards any fees applicable to residential development, the Parties agree that the fees shall be payable at the earliest time authorized pursuant to the Government Code Section 66007 as it exists as of the Effective Date of this Agreement. The specific categories of fees payable are listed below. The dedication and exaction obligations and fee amounts payable shall be those obligations and fee amounts applicable (indexed as set forth hereinbelow) as of the date that the Landowner's application for the applicable vesting tentative map is deemed complete. For any development for which the Landowner has not submitted a vesting tentative map, the dedication and exaction obligations and fee amounts payable shall be those obligations and fee amounts applicable (indexed as set forth hereinbelow) as of the date the final discretionary approval for that development is granted by the City.

Standard City Development Impact Fees Payable by the Landowner include:

1. Development Impact Fees (Lodi Municipal Code Chapter 15.64)
2. San Joaquin County Regional Transportation Impact Fee (Lodi Municipal Code Chapter 15.65)
3. County Facilities Fee (Lodi Municipal Code Chapter 15.66)

4. San Joaquin County Multi-Species Habitat Conservation and Open Space Development Fee (Lodi Municipal Code Chapter 15.68)

Any existing fees may be increased during the term of this Agreement provided that such increases are limited to annual indexing (i.e. per the Engineering News Record Index, or the CPI, or other index utilized by the City) and as provided in current fee ordinances. The initial adjustment shall be effective as of four years after the Effective Date of the Agreement and shall be calculated based on the difference in the applicable index from the numerical rate at the end of the month following the third year after the Effective Date and the numerical rate at the end of the month following the fourth year after the Effective Date. All subsequent increases shall be based on the annual change in the applicable index. Notwithstanding the preceding sentence, index adjustments to the fees set forth in subsections 2, 3 and 4 of this section shall be effective annually as set forth in the relevant ordinances and resolutions. Moreover, Landowner will be subject to the indexing called for above even if Landowner has filed a complete application for a Vesting Tentative Map and will not vest against such indexing until payment of the fees as called for in this Agreement.

**8.3. New Development Impact Fees, Exactions and Dedications.**

Landowner agrees to pay the development fees identified in Section 6.1, including specifically subsections 6.1.1 through 6.1.4, of this Agreement. With regards any fees applicable to residential development, the Parties agree that the fees shall be payable at the earliest time authorized pursuant to the Government Code Section 66007 as it exists as of the Effective Date of this Agreement.

Except as expressly provided herein, Landowner shall not be obligated to pay or provide any development impact fees, connection or mitigation fees, or exactions adopted by City after the Effective Date of this Agreement. Notwithstanding this limitation, Landowner may at its sole discretion elect to pay or provide any fee or exaction adopted after the Effective Date of this Agreement.

**8.4. Fee Reductions** To the extent that any fees payable pursuant to the requirements of Sections 8.1 are reduced after the operative date for determining the fee has occurred, the Landowner shall pay the reduced fee amount.

**9. Community Facilities District. Formation of a Community Facilities District for Public Improvements and Services.**

**9.1. Inclusion in a Community Facilities District.** Landowner agrees to cooperate in the formation of a Community Facilities District pursuant to Government Code Section 53311 et seq. to be formed by the City. The boundaries of the area of Community Facilities District shall be contiguous with the boundaries of the Property excluding the portion of land zoned for commercial or office development. Landowner agrees not to protest said district formation and agrees to vote in favor of levying a special tax on the Property in an amount not to exceed \$600 per year per single family attached or detached residential dwelling units and

\$175 per year for each attached multi-family rental unit as adjusted herein. The special tax shall be initiated for all residential dwelling units for which a building permit is issued, and shall commence to be levied beginning the subsequent fiscal year after the building permit is issued. Landowner acknowledges that the 2007-2008 special tax rate for the units in the Project will not exceed \$600 per single-family attached or detached dwelling unit and \$175 per year for each attached multi-family rental unit and that the special tax shall increase each year by 2% in perpetuity. A vote by Landowner against the levying of the special tax or a vote to repeal or amend the special tax shall constitute an event of default under this Agreement.

**9.2. Use of Community Facilities District Revenues** Landowner and City agree that the improvements and services that may be provided with the special tax levied pursuant to Section 9.1 may be used for the following improvements and services:

- a. Police protection and criminal justice services;
- b. Fire protection, suppression, paramedic and ambulance services;
- c. Recreation and library program services;
- d. Operation and maintenance of museums and cultural facilities;
- e. Maintenance of park, parkways and open space areas dedicated to the City;
- f. Flood and storm protection services;
- g. Improvement, rehabilitation or maintenance of any real or personal property that has been contaminated by hazardous substances;
- h. Purchase, construction, expansion, improvement, or rehabilitation or any real or tangible property with useful life of more than five years; and,
- i. Design, engineering, acquisition or construction of public facilities with a useful life of more than five years including:
  1. Local park, recreation, parkway and open-space facilities,
  2. Libraries,
  3. Childcare facilities,
  4. Water transmission and distribution facilities, natural gas, telephone, energy and cable television lines, and
  5. Government facilities.

Landowner and City agree that Property does not presently receive any of these services from the City and that all of these services are new services.

**9.3. Community Facilities District for Residential Property - Financing.**

In addition to the funding provided as part of the Community Facilities District identified in Section 9.1, City acknowledges that Landowner may desire to finance the acquisition or construction of a portion of the improvements described in Section 8.2 through the Community Facilities District. The costs associated with the items identified in Section 8.2 shall be in addition to the annual cost imposed to comply with Section 9.1. The following provisions shall apply to any to the extent that the Landowner desires to fund any of the improvements set forth in Section 8.2 through the Community Facilities District:

- 9.3.1 **Issuance of Bonds.** City and Landowner agree that, with the consent of Landowner, and to the extent permitted by law, City and Landowner shall use their best efforts to cause bonds to be issued in amounts sufficient to achieve the purposes of this Section.
- 9.3.2 **Payment Prior to Issuance of Bonds.** Nothing in this Agreement shall be construed to preclude the payment by an owner of any of the parcels to be included within the CFD of a cash amount equivalent to its proportionate share of costs for the improvements identified in Section 8.2, or any portion thereof, prior to the issuance of bonds.
- 9.3.3 **Private Financing.** Nothing in this Agreement shall be construed to limit Landowner's option to install the improvements through the use of private financing.
- 9.3.4 **Acquisition and Payment.** City agrees that it shall use its best efforts to allow and facilitate monthly acquisition of completed improvements or completed portions thereof, and monthly payment of appropriate amounts for such improvements to the person or entity constructing improvements or portions thereof, provided City shall only be obligated to use CFD bond or tax proceeds for such acquisitions.

10. **Processing of Subsequent Development Applications and Building Permits**  
Subject to Landowner's compliance with the City's application requirements including, specifically, submission of required information and payment of appropriate fees, and assuming Landowner is not in default under the terms and conditions of this Agreement, the City shall process Landowner's subsequent development applications and building permit requests in an expeditious manner. In addition, City agrees that upon payment of any required City fees or costs, City will designate or retain, as necessary, appropriate personnel and consultants to process Landowner's development applications and building permit requests City approvals in an expeditious manner.

11. **Reserved**

11. **Amendment or Cancellation.**

11.1. **Modification Because of Conflict with State or Federal Laws.** In the event that State or Federal laws or regulations enacted after the Effective Date of this Agreement prevent or preclude compliance with one or more provisions of this Agreement or



require changes in plans, maps or permits approved by the City, the parties shall meet and confer in good faith in a reasonable attempt to modify this Agreement to comply with such federal or State law or regulation. Any such amendment or suspension of the Agreement shall be approved by the City Council in accordance with the Municipal Code and this Agreement.

**11.2. Amendment by Mutual Consent.** This Agreement may be amended in writing from time to time by mutual consent of the parties hereto and in accordance with the procedures of State law and the Municipal Code.

**11.3. Insubstantial Amendments.** Notwithstanding the provisions of the preceding Section 12.2, any amendments to this Agreement which do not relate to (a) the term of the Agreement as provided in Section 5.2; (b) the permitted uses of the Property as provided in Sections 6.2 and 7.1; (c) provisions for reservation or dedication of land; (d) the location and maintenance of on-site and off-site improvements; (e) the density or intensity of use of the Project; (f) the maximum height or size of proposed buildings or (g) monetary contributions by Landowner as provided in this Agreement shall not, except to the extent otherwise required by law, require notice or public hearing before either the Planning Commission or the City Council before the parties may execute an amendment hereto.

**11.4. Amendment of Project Approvals.** Any amendment of Project Approvals relating to: (a) the permitted use of the Property; (b) provision for reservation or dedication of land; (c) the density or intensity of use of the Project; (d) the maximum height or size of proposed buildings; (e) monetary contributions by the Landowner; (f) the location and maintenance of on-site and off-site improvements; or (g) any other issue or subject not identified as an "insubstantial amendment" in Section 12.3 of this Agreement, shall require an amendment of this Agreement. Such amendment shall be limited to those provisions of this Agreement, which are implicated by the amendment of the Project Approval. Any other amendment of the Project Approval(s) shall not require amendment of this Agreement unless the amendment of the Project Approval(s) relates specifically to some provision of this Agreement.

**11.5. Cancellation by Mutual Consent.** Except as otherwise permitted herein, this Agreement may be canceled in whole or in part only by the mutual consent of the parties or their successors in interest, in accordance with the provisions of the Municipal Code. Any fees paid pursuant to this Agreement prior to the date of cancellation shall be retained by City.

**12. Term of Project Approvals.** Pursuant to California Government Code Section 66452.6(a), the term of any parcel map or tentative subdivision map shall automatically be extended for the term of this Agreement.

**13. Annual Review.**

**13.1. Review Date.** The annual review date for this Agreement shall occur either within the same month each year as the month in which the Agreement is executed or the month immediately thereafter.

**13.2. Initiation of Review.** The City's Planning Director shall initiate the annual review by giving to Landowner written notice that the City intends to undertake such review. Within thirty (30) days of City's notice, Landowner shall provide evidence to the Planning Director to demonstrate good faith compliance with the Development Agreement. The burden of proof, by substantial evidence of compliance, is upon the Landowner. The City's failure to timely initiate the annual review is not deemed to be a waiver of the right to do so at a later date; accordingly, Landowner is not deemed to be in compliance with the Agreement by virtue of such failure to timely initiate review.

**13.3. Staff Reports.** City shall deposit in the mail to Landowner a copy of all staff reports, and related Exhibits, concerning contract performance at least three (3) days prior to any annual review.

**13.4. Costs.** Costs reasonably incurred by the City in connection with the annual review shall be paid by Landowner in accordance with the City's schedule of fees and billing rates in effect at the time of review.

**13.5. Non-compliance with Agreement; Hearing.** If the Planning Director determines, on the basis of substantial evidence, that Landowner has not complied in good faith with the terms and conditions of the Agreement during the period under review, the City Council, upon receipt of any report or recommendation from the Planning Commission, may initiate proceedings to modify or terminate the Agreement, at which time an administrative hearing shall be conducted, in accordance with the procedures of State law. As part of that final determination, the City Council may impose conditions that it considers necessary and appropriate to protect the interest of the City.

**13.6. Appeal of Determination.** The decision of the City Council as to Landowner's compliance shall be final, and any Court action or proceeding to attack, review, set aside, void or annul any decision of the determination by the Council shall be commenced within thirty (30) days of the final decision by the City Council.

**14. Default.** Subject to any applicable extension of time, failure by any party to substantially perform any term or provision of this Agreement required to be performed by such party shall constitute a material event of default ("Event of Default"). For purposes of this Agreement, a party claiming another party is in default shall be referred to as the "Complaining Party," and the party alleged to be in default shall be referred to as the "Party in Default." A Complaining Party shall not exercise any of its remedies as the result of such Event of Default unless such Complaining Party first gives notice to the Party in Default as provided in Section 15.1.1, and the Party in Default fails to cure such Event of Default within the applicable cure period.

#### **14.1. Procedure Regarding Defaults.**

**14.1.1. Notice.** The Complaining Party shall give written notice of default to the Party in Default, specifying the default complained of by the Complaining Party. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default.

**14.1.2. Cure.** The Party in Default shall diligently endeavor to cure, correct or remedy the matter complained of, provided such cure, correction or remedy shall be completed within the applicable time period set forth herein after receipt of written notice (or such additional time as may be deemed by the Complaining Party to be reasonably necessary to correct the matter).

**14.1.3. Failure to Assert.** Any failures or delays by a Complaining Party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delays by a Complaining Party in asserting any of its rights and remedies shall not deprive the Complaining Party of its right to institute and maintain any actions or proceedings, which it may deem necessary to protect, assert, or enforce any such rights or remedies.

**14.1.4. Notice of Default.** If an Event of Default occurs prior to exercising any remedies, the Complaining Party shall give the Party in Default written notice of such default. If the default is reasonably capable of being cured within thirty (30) days, the Party in Default shall have such period to effect a cure prior to exercise of remedies by the Complaining Party. If the nature of the alleged default is such that it cannot, practicably be cured within such thirty (30) day period, the cure shall be deemed to have occurred within such thirty (30) day period if: (a) the cure shall be commenced at the earliest practicable date following receipt of the notice; (b) the cure is diligently prosecuted to completion at all times thereafter; (c) at the earliest practicable date (in no event later than thirty (30) days after the curing party's receipt of the notice), the curing party provides written notice to the other party that the cure cannot practicably be completed within such thirty (30) day period; and (d) the cure is completed at the earliest practicable date. In no event shall Complaining Party be precluded from exercising remedies if a default is not cured within ninety (90) days after the first notice of default is given.

**14.1.5. Legal Proceedings.** Subject to the foregoing, if the Party in Default fails to cure a default in accordance with the foregoing, the Complaining Party, at its option, may institute legal proceedings pursuant to this Agreement or, in the event of a material default, terminate this Agreement. Upon the occurrence of an Event of Default, the parties may pursue all other remedies at law or in equity, which are not otherwise provided for or prohibited by this Agreement, or in the City's regulations if any governing development agreements, expressly including the remedy of specific performance of this Agreement.

**14.1.6. Effect of Termination.** If this Agreement is terminated following any Event of Default of Landowner or for any other reason, such termination shall not affect the validity of any building or improvement within the Property which is completed as of the date of termination, provided that such building or improvement has been constructed pursuant to a building permit issued by the City. Furthermore, no termination of this Agreement shall prevent Landowner from completing and occupying any building or other improvement authorized pursuant to a valid building permit previously issued by the City that is under construction at the time of termination, provided that any such building or improvement is completed in accordance with said building permit in effect at the time of such termination.

**15. Estoppel Certificate.** Either Party may, at any time, and from time to time, request written notice from the other Party requesting such Party to certify in writing that, (a) this Agreement is in full force and effect and a binding obligation of the Parties; (b) this Agreement has not been amended or modified either orally or in writing, or if so amended, identifying the amendments; and (c) to the knowledge of the certifying Party the requesting Party is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature and amount of any such defaults. A Party receiving a request hereunder shall execute and return such certificate within thirty (30) days following the receipt thereof, or such longer period as may reasonably be agreed to by the Parties. City Manager of City shall be authorized to execute any certificate requested by Landowner. Should the party receiving the request not execute and return such certificate within the applicable period, this shall not be deemed to be a default.

**16. Mortgagee Protection; Certain Rights of Cure.**

**16.1. Mortgagee Protection.** This Agreement shall be superior and senior to any lien placed upon the Property, or any portion thereof after the date of recording this Agreement, including the lien for any deed of trust or mortgage ("Mortgage"). Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value, but all the terms and conditions contained in this Agreement shall be binding upon and effective against any person or entity, including any deed of trust beneficiary or mortgagee ("Mortgagee") who acquires title to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise.

**16.2. Mortgagee Not Obligated.** Notwithstanding the provisions of Section 17.1 above, no Mortgagee shall have any obligation or duty under this Agreement, before or after foreclosure or a deed in lieu of foreclosure, to construct or complete the construction of improvements, or to guarantee such construction of improvements, or to guarantee such construction or completion, or to pay, perform or provide any fee, dedication, improvements or other exaction or imposition; provided, however, that a Mortgagee shall not be entitled to devote the Property to any uses or to construct any improvements thereon, authorized by the Project Approvals or by this Agreement, unless Mortgagee agrees to and does construct or complete the construction of improvements, or guarantees such construction of improvements, or pays,

performs or provides any fee, dedication, improvements or other exaction or imposition as required by the Project Approvals.

**16.3. Notice of Default to Mortgagee and Extension of Right to Cure.** If City receives notice from a Mortgagee requesting a copy of any notice of default given Landowner hereunder and specifying the address for service thereof, then City shall deliver to such Mortgagee, concurrently with service thereon to Landowner, any notice given to Landowner with respect to any claim by City that Landowner has committed an Event of Default. Each Mortgagee shall have the right during the same period available to Landowner to cure or remedy, or to commence to cure or remedy, the Event of Default claimed set forth in the City's notice. City, through its City Manager, may extend the cure period provided in Section 15.1.2 for not more than an additional sixty (60) days upon request of Landowner or a Mortgagee.

**17. Severability.** Except as set forth herein, if any term, covenant or condition of this Agreement or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons, entities or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law; provided, however, if any provision of this Agreement is determined to be invalid or unenforceable and the effect thereof is to deprive a Party hereto of an essential benefit of its bargain hereunder, then such Party so deprived shall have the option to terminate this entire Agreement from and after such determination.

**18. Applicable Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of California.

**19. Attorneys' Fees and Costs in Legal Actions By Parties to the Agreement.** Should any legal action be brought by either party for breach of this Agreement or to enforce any provisions herein, the prevailing party to such action shall be entitled to reasonable attorneys' fees, court costs, and such other costs as may be fixed by the Court.

**20. Attorneys' Fees and Costs in Legal Actions By Third Parties to the Agreement and Continued Permit Processing.** If any person or entity not a party to this Agreement initiates an action at law or in equity to challenge the validity of any provision of this Agreement or the Project Approvals, the parties shall cooperate and appear in defending such action. Landowner shall bear its own costs of defense as a real party in interest in any such action. Landowner shall reimburse City on an equal basis for all reasonable court costs and attorneys' fees expended by City in defense of any such action or other proceeding and shall pay any attorneys fees and costs that may be awarded to the third party or parties. The City agrees that in the event an action at law or in equity to challenge the validity of the Project Approvals is filed by a third party other than by a state or federal agency, the City will continue to process and approve permit applications that are consistent with and comply with the Project

Approvals unless a court enjoins further processing of permit applications and issuance of permits.

**21. Transfers and Assignments.** From and after recordation of this Agreement against the Property, Landowner shall have the full right to assign this Agreement as to the Property, or any portion thereof, in connection with any sale, transfer or conveyance thereof, and upon the express written assignment by Landowner and assumption by the assignee of such assignment in the form attached hereto as Exhibit G, and the conveyance of Landowner's interest in the Property related thereto, Landowner shall be released from any further liability or obligation hereunder related to the portion of the Property so conveyed and the assignee shall be deemed to be the "Landowner," with all rights and obligations related thereto, with respect to such conveyed property. Prior to recordation of this Agreement, any proposed assignment of this Agreement by Landowner shall be subject to the prior written consent of the City Manager on behalf of the City and the form of such assignment shall be subject to the approval of the City Attorney, neither of which shall be unreasonably withheld.

**22. Agreement Runs with the Land.** Except as otherwise provided for in Section 15 of this Agreement, all of the provisions, rights, terms, covenants, and obligations contained in this Agreement shall be binding upon the parties and their respective heirs, successors and assignees, representatives, lessees, and all other persons acquiring the Property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever. All of the provisions of this Agreement shall be enforceable as equitable servitude and shall constitute covenants running with the land pursuant to applicable laws, including, but not limited to, Section 1468 of the Civil Code of the State of California. Each covenant to do, or refrain from doing, some act on the Property hereunder, or with respect to any owned property; (a) is for the benefit of such properties and is a burden upon such properties; (b) runs with such properties; and (c) is binding upon each party and each successive owner during its ownership of such properties or any portion thereof, and shall be a benefit to and a burden upon each party and its property hereunder and each other person succeeding to an interest in such properties.

**23. Bankruptcy.** The obligations of this Agreement shall not be dischargeable in bankruptcy.

**24. Indemnification.** Landowner agrees to indemnify, defend and hold harmless City, and its elected and appointed councils, boards, commissions, officers, agents, employees, and representatives from any and all claims, costs (including legal fees and costs) and liability for (1) any personal injury or property damage which may arise directly or indirectly as a result of any actions or inactions by the Landowner, or any actions or inactions of Landowner's contractors, subcontractors, agents, or employees in connection with the construction, improvement, operation, or maintenance of the Property and the Project, provided that Landowner shall have no indemnification obligation with respect to the gross negligence or willful misconduct of City, its contractors, subcontractors, agents or employees or with respect to the maintenance, use or condition of any improvement after the time it has been dedicated to and accepted by the City or another public entity (except as provided in an improvement

agreement or maintenance bond) and (2) any additional mitigation required, including but not limited to payment of any mitigation fees that may be imposed, as a result of a lawsuit filed by a third party challenging or seeking to invalidate the Project Approvals.

## **25. Insurance.**

**25.1. Public Liability and Property Damage Insurance.** At all times that Landowner is constructing any improvements that will become public improvements, Landowner shall maintain in effect a policy of comprehensive general liability insurance with a per-occurrence combined single limit of not less than two million (\$2,000,000) dollars and a deductible of not more than fifty thousand (\$50,000) dollars per claim. The policy so maintained by Landowner shall name the City as an additional insured and shall include either a severability of interest clause or cross-liability endorsement.

**25.2. Workers' Compensation Insurance.** At all times that Landowner is constructing any improvements that will become public improvements, Landowner shall maintain Workers' Compensation insurance for all persons employed by Landowner for work at the Project site. Landowner shall require each contractor and subcontractor similarly to provide Workers' Compensation insurance for its respective employees. Landowner agrees to indemnify the City for any damage resulting from Landowner's failure to maintain any such insurance.

**25.3. Evidence of Insurance.** Prior to commencement of construction of any improvements which will become public improvements, Landowner shall furnish City satisfactory evidence of the insurance required in Sections 26.1 and 26.2 and evidence that the carrier is required to give the City at least fifteen (15) days prior written notice of the cancellation or reduction in coverage of a policy. The insurance shall extend to the City, its elective and appointive boards, commissions, officers, agents, employees and representatives and to Landowner performing work on the Project.

**26. Excuse for Nonperformance.** Landowner and City shall be excused from performing any obligation or undertaking provided in this Agreement, except any obligation to pay any sum of money under the applicable provisions hereof, in the event and so long as the performance of any such obligation is prevented or delayed, retarded or hindered by act of God, fire, earthquake, flood, explosion, action of the elements, war, invasion, insurrection, riot, mob violence, sabotage, inability to procure or general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, condemnation, requisition, laws, orders of governmental, civil, military or naval authority, or any other cause, whether similar or dissimilar to the foregoing, not within the control of the Party claiming the extension of time to perform. The Party claiming such extension shall send written notice of the claimed extension to the other Party within thirty (30) days from the commencement of the cause entitling the Party to the extension.

**27. Third Party Beneficiaries.** This Agreement is made and entered into for the sole protection and benefit of the Landowner and, the City and their successors and assigns. No other person shall have any right of action based upon any provision in this Agreement.

**28. Notices.** All notices required by this Agreement, the enabling legislation, or the procedure adopted pursuant to Government Code Section 65865, shall be in writing and delivered in person or sent by certified mail, postage prepaid.

Notice required to be given to the City shall be addressed as follows:

CITY OF LODI  
City Manager  
P.O. Box 3006  
Lodi, CA 95241-1910

Notice required to be given to the Landowner shall be addressed as follows:

FRONTIER COMMUNITY BUILDERS, INC.  
10100 Trinity Parkway, Suite 420  
Stockton, California 95219

Either party may change the address stated herein by giving notice in writing to the other party, and thereafter notices shall be addressed and transmitted to the new address.

**29. Form of Agreement; Recordation; Exhibits.** Except when this Agreement is automatically terminated due to the expiration of the Term of the Agreement or the provisions of Section 5.3 (Automatic Termination Upon Completion and Sale of Residential Lot), the City shall cause this Agreement, any amendment hereto and any other termination of any parts or provisions hereof, to be recorded, at Landowner's expense, with the county Recorder within ten (10) days of the effective date thereof. Any amendment or termination of this Agreement to be recorded that affects less than all of the Property shall describe the portion thereof that is the subject of such amendment or termination. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This Agreement consists of 31 pages and 14 Exhibits, which constitute the entire understanding and agreement of the parties.

**30. Further Assurances.** The Parties agree to execute such additional instruments and to undertake such actions as may be necessary to effectuate the intent of this Agreement.

**31. City Cooperation.** The City agrees to cooperate with Landowner in securing all permits which may be required by City. In the event State or Federal laws or regulations enacted after the Effective Date, or action of any governmental jurisdiction, prevent delay or preclude compliance with one or more provisions of this Agreement, or require changes in plans, maps or permits approved by City, the parties agree that the provisions of this Agreement



shall be modified, extended, or suspended as may be necessary to comply with such State and Federal laws or regulations or the regulations of other governmental jurisdictions. Each party agrees to extend to the other its prompt and reasonable cooperation in so modifying this Agreement or approved plans.

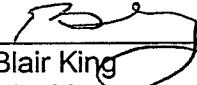
IN WITNESS WHEREOF, the City of Lodi, a municipal corporation, has authorized the execution of this Agreement in duplicate by its Mayor and attested to by its City Clerk under the authority of Ordinance No.1788, adopted by the City Council of the City of Lodi on the 6th day of December, 2006, and Landowner has caused this Agreement to be executed.


"CITY"

"LANDOWNER"


CITY OF LODI,  
a municipal corporation

FRONTIER COMMUNITY BUILDERS, INC.

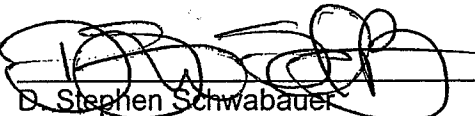
By:   
Blair King  
City Manager

By:   
Name: Thomas P. Doucette  
Its: President

ATTEST:

  
Randi Johl  
City Clerk

APPROVED AS TO FORM:

  
D. Stephen Schwabauer  
City Attorney

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

File No: ()

APN No:

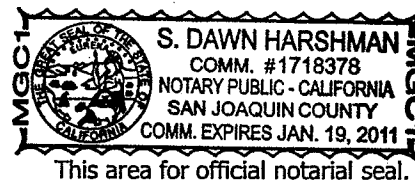
STATE OF California )  
COUNTY OF SAN JOAQUIN )

On June 2, 2008 before me, S. Dawn Harshman, Notary Public, personally appeared Thomas P. Duvette who proved to me on the basis of satisfactory evidence to be the person ~~(s)~~ whose name ~~(s)~~ is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity ~~(ies)~~, and that by his/~~her/their~~ signature ~~(s)~~ on the instrument the person ~~(s)~~, or the entity upon behalf of which the person ~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



### OPTIONAL SECTION CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- ☐ INDIVIDUAL  
☒ CORPORATE OFFICER(S) TITLE(S) : President  
☐ PARTNER(S) ☐ LIMITED ☐ GENERAL  
☐ ATTORNEY-IN-FACT  
☐ TRUSTEE(S)  
☐ GUARDIAN/CONSERVATOR  
☐ OTHER

SIGNER IS REPRESENTING:

Frontier Community Builders  
Name of Person or Entity

\_\_\_\_\_  
Name of Person or Entity

### OPTIONAL SECTION

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

### THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT: Development Agreement - City of Lodi  
NUMBER OF PAGES 68 DATE OF DOCUMENT December 6, 2006

SIGNER(S) OTHER THAN NAMED ABOVE Randi Johl - City Clerk Blair King - City Manager  
D. Stephen Schwabauer - City Attorney

shall be modified, extended, or suspended as may be necessary to comply with such State and Federal laws or regulations or the regulations of other governmental jurisdictions. Each party agrees to extend to the other its prompt and reasonable cooperation in so modifying this Agreement or approved plans.

IN WITNESS WHEREOF, the City of Lodi, a municipal corporation, has authorized the execution of this Agreement in duplicate by its Mayor and attested to by its City Clerk under the authority of Ordinance No.1788, adopted by the City Council of the City of Lodi on the 6th day of December, 2006, and Landowner has caused this Agreement to be executed.

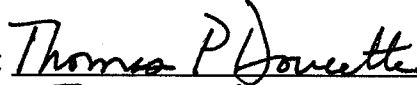
"CITY"

"LANDOWNER"

CITY OF LODI,  
a municipal corporation

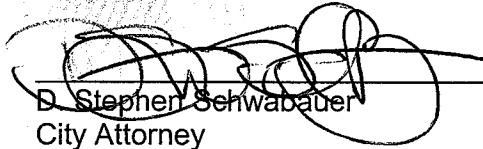
FRONTIER COMMUNITY BUILDERS, INC.

By:   
Blair King  
City Manager

By:   
Name: THOMAS P. DOUCETTE  
Its: PRESIDENT

  
Randi Johl  
City Clerk

APPROVED AS TO FORM:

  
D. Stephen Schwabauer  
City Attorney

## ACKNOWLEDGMENT

State of California

County of San Joaquin

On May 19, 2008 before me, Randi Johl, City Clerk  
(insert name and title of the officer)

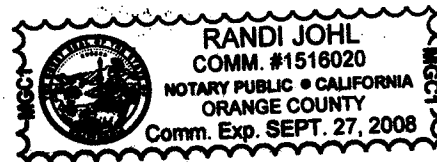
personally appeared Blair King, City Manager,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are  
subscribed to the within instrument and acknowledged to me that ~~he~~ she ~~they~~ executed the same in  
~~his~~ her ~~their~~ authorized capacity(ies), and that by ~~his~~ her ~~their~~ signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]

(Seal)



## **EXHIBIT LIST**

|              |  |
|--------------|--|
| Exhibit A-1: | Legal Description of the Property  |
| Exhibit A-2: | Diagram of the Property  |
| Exhibit B:   | General Plan Land Use Map  |
| Exhibit B-1: | Zoning Map for Project Site  |
| Exhibit C-1: | Large Lot Tentative Subdivision Map  |
| Exhibit C-2: | Reserved   |
| Exhibit D:   | Development Plan and Infrastructure Map for the Property   |
| Exhibit E:   | Growth Management Allocations  |
| Exhibit F:   | Annexation Approvals   |
| Exhibit G:   | Form of Assignment   |
| Exhibit H:   | Schedule of Improvements   |
| Exhibit I:   | Park Improvements  |
| Exhibit J:   | Required Park Amenities  |
| Exhibit K:   | Settlement Agreement among Frontier Community Builders, Inc.,<br>Citizens for Open Government and the City of Lodi |

**EXHIBIT A-1**

**LEGAL DESCRIPTION OF THE PROPERTY**

**The land referred to herein is situated in the State of California, County of San Joaquin, City of Lodi, and is described as follows:**



MCR Engineering,  
Inc.

PLANNING • ENGINEERING •  
SURVEYING

**RECEIVED**

**MAY 24 2006**

**COMMUNITY DEVELOPMENT DEPT  
CITY OF LODI**

(209) 239-6229  
FAX (209) 239-8839  
1242 Dupont Court  
Montecita, California 95336

**LEGAL DESCRIPTION  
for  
ANNEXATION PURPOSES**

ALL THAT REAL PROPERTY SITUATE IN THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, BEING A PORTION OF THE WEST ONE-HALF OF SECTION 15, TOWNSHIP 3 NORTH, RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

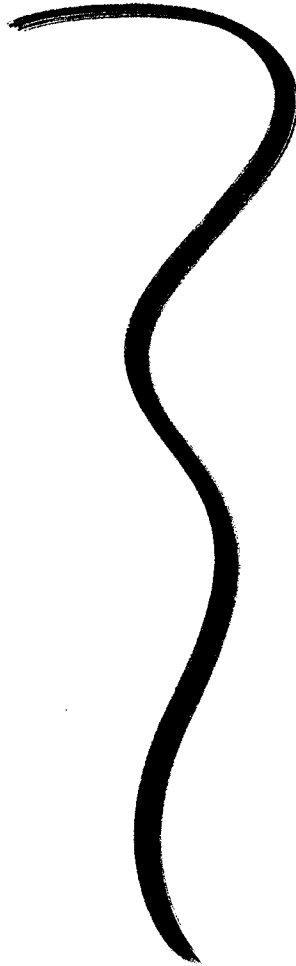
COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 15, THENCE, S 00° 01' 59" E 75.01 FEET ALONG THE WEST LINE OF SAID SECTION 15 TO THE POINT OF BEGINNING, THENCE CONTINUING ALONG SAID WEST LINE, S 00° 01' 59" E 5208.25 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 15, THENCE ALONG THE SOUTH LINE OF SAID SECTION 15, S 89° 14' 47" E 1162.65 FEET TO THE POINT OF INTERSECTION OF THE PROJECTION OF THE MOST SOUTHWESTERLY LINE OF PARCEL 1 AS SHOWN ON THAT CERTAIN MAP FILED FOR RECORD IN BOOK 16 OF PARCEL MAPS, AT PAGE 87, SAN JOAQUIN COUNTY RECORDS, THENCE, LEAVING SAID SOUTH LINE, ALONG SAID PROJECTED LINE, N 05° 39' 54" E 230.51 FEET, THENCE ALONG THE EXTERIOR LINES OF SAID PARCEL 1, N 89° 14' 47" W 50.43 FEET, THENCE, N 00° 01' 12" W 410.00 FEET, THENCE, S 89° 14' 47" E 185.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 1, THENCE ALONG THE EAST LINE OF SAID PARCEL 1, S 00° 01' 12" E 261.18 FEET TO THE SOUTHWESTERLY CORNER OF THAT CERTAIN PARCEL LABELED "INSTRUMENT # 80060064" AS SHOWN ON THAT CERTAIN MAP FILED FOR RECORD IN BOOK 28 OF SURVEYS, PAGE 47, RECORDS OF SAID COUNTY, THENCE ALONG THE SOUTHERLY LINE OF LAST SAID PARCEL, S 89° 14' 47" E 1000.00 FEET, THENCE, S 00° 01' 12" E 378.50 FEET TO THE SOUTH LINE OF SAID SECTION 15, THENCE ALONG SAID SOUTH LINE, S 89° 14' 47" E 320.67 FEET TO THE SOUTH ONE QUARTER CORNER OF SAID SECTION 15, THENCE ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 15, N 00° 00' 25" W 2639.00 FEET TO THE CENTER OF SAID SECTION 15, THENCE CONTINUING ALONG SAID NORTH-SOUTH CENTERLINE, N 00° 00' 08" E 1321.38 FEET TO THE SOUTHEAST CORNER OF THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 15, THENCE ALONG THE SOUTH LINE OF SAID NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 15, N 89° 12' 16" W 1321.83 FEET, THENCE LEAVING SAID SOUTH LINE N 00° 00' 08" W 828.63 FEET TO THE SOUTHEAST CORNER OF THE CITY OF LODI WELL SITE, THENCE ALONG THE SOUTHERLY AND WESTERLY LINES OF SAID WELL SITE THE FOLLOWING TWO (2) COURSES:

1. N 89° 12' 53" W 427.50 FEET
2. N 00° 00' 08" E 417.50 FEET,

THENCE, N 89° 12' 53" W 894.20 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 262.708 ACRES MORE OR LESS.

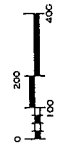
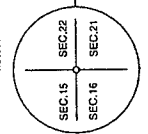
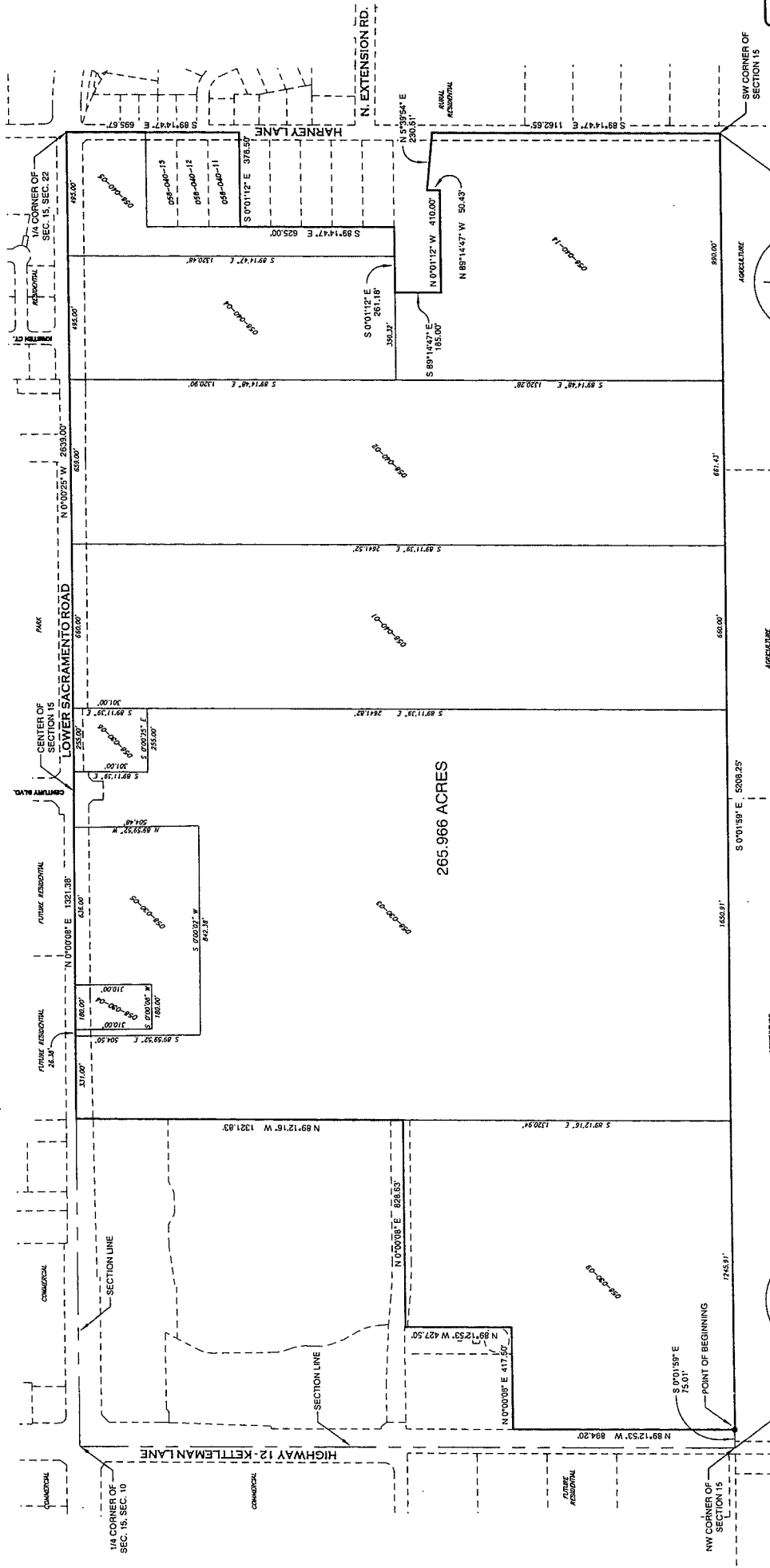
**EXHIBIT A-2**  
**DIAGRAM OF THE PROPERTY**



859465  
Version 5 Final 11/09/06



ANNEXATION MAP  
**SOUTHWEST GATEWAY**  
BEING A PORTION OF THE WEST ONE-HALF OF SECTION 15, TOWNSHIP 3  
NORTH, RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN,  
SAN JOAQUIN COUNTY, CALIFORNIA  
LODI,



SHEET  
NUMBER  
1  
OF  
1



JOB NO. 05-117  
DATE 11/12/2018  
SCALE AS SHOWN  
DRAWN BY JH  
CHECKED BY JH  
PLACED BY JH  
DESIGNED BY JH

**MCR Engineering, Inc.**  
PLANNING • ENGINEERING • SURVEYING  
8000 W. TRACY BLVD., SUITE 300  
TRACY, CALIFORNIA 95376  
TEL: 209.464-4444  
FAX: 209.464-4447

| REVISIONS |              |      |
|-----------|--------------|------|
| NO.       | DESCRIPTIONS | DATE |
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**SOUTHWEST GATEWAY**  
LODI  
CALIFORNIA

**ANNEXATION MAP**

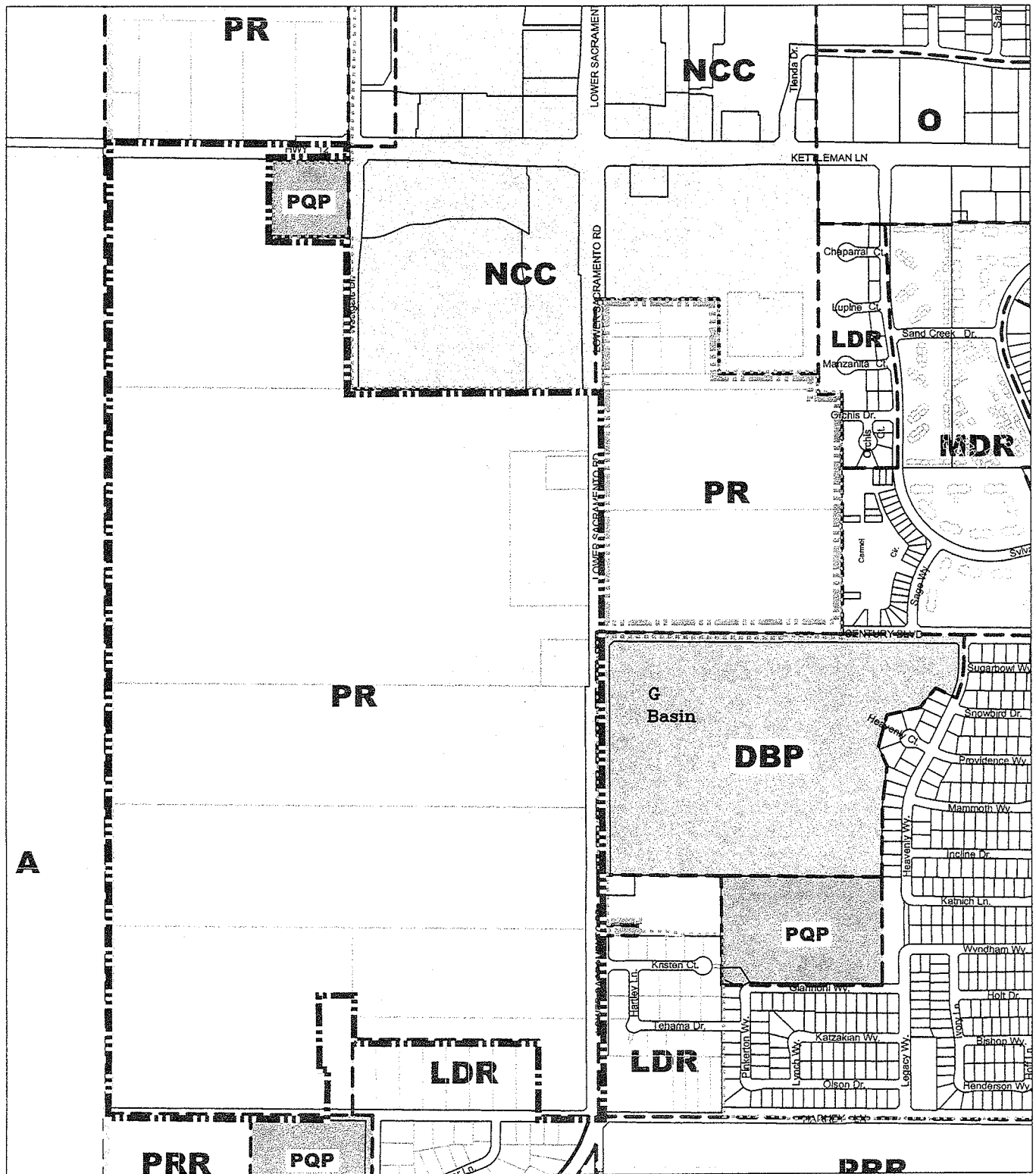
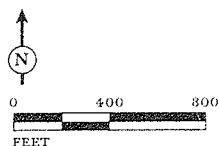


FIGURE IV.A-4

LSA



- SOUTHWEST GATEWAYS PROJECT SITE
- OTHER AREAS TO BE ANNEXED
- CITY LIMITS
- SPHERE OF INFLUENCE

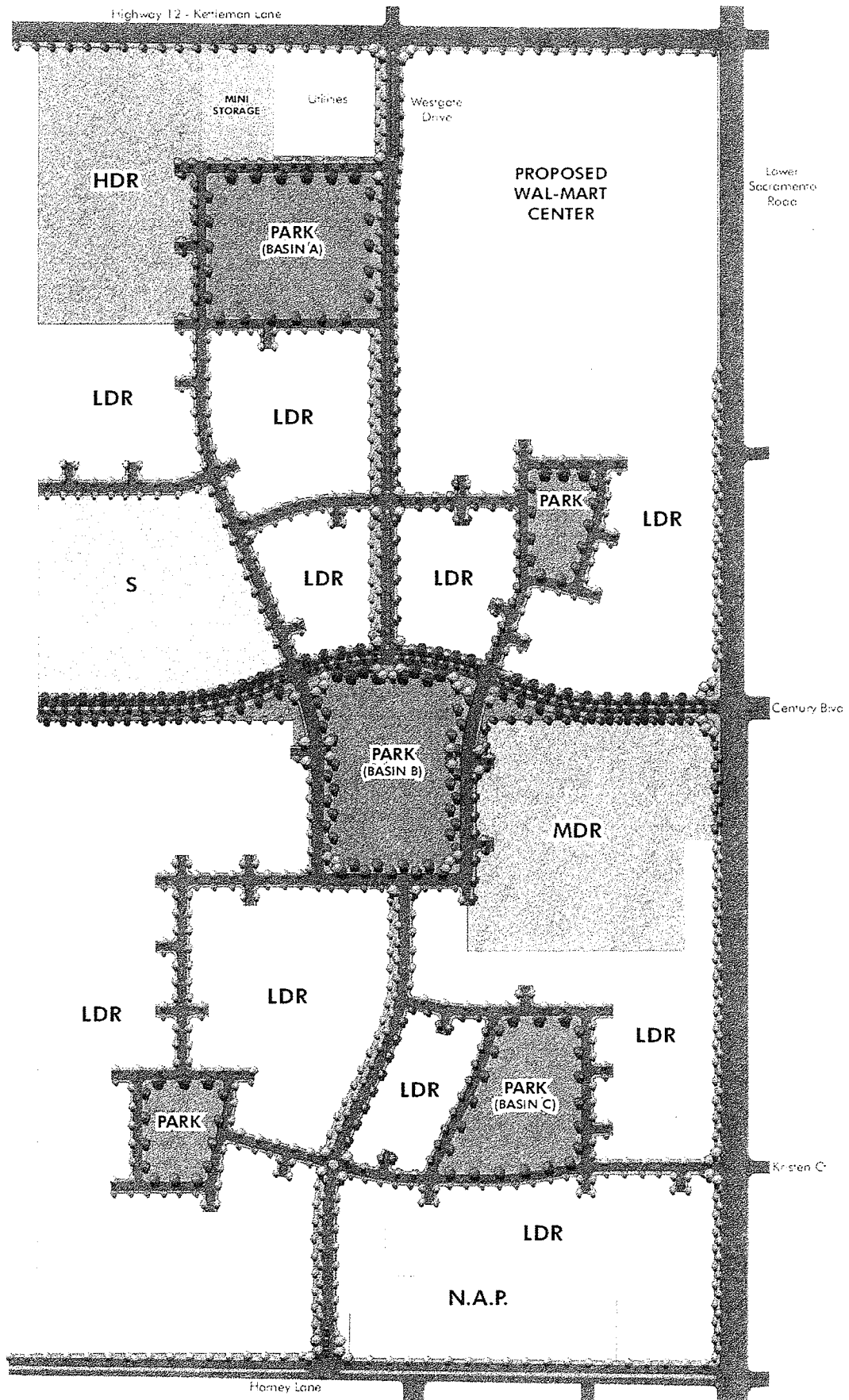
- LDR LOW DENSITY RESIDENTIAL
- MDR MEDIUM DENSITY RESIDENTIAL
- HDR HIGH DENSITY RESIDENTIAL
- PR PLANNED RESIDENTIAL
- NCC NEIGHBORHOOD/COMMUNITY COMMERCIAL
- GC GENERAL COMMERCIAL
- DC DOWNTOWN COMMERCIAL
- O OFFICE
- PQP PUBLIC/QUASI PUBLIC
- DBP DETENTION BASINS AND PARKS
- A AGRICULTURE
- PRR PLANNED RESIDENTIAL RESERVE

Lodi Annexation EIR  
General Plan Designations

SOURCE: CITY OF LODI, 2005.

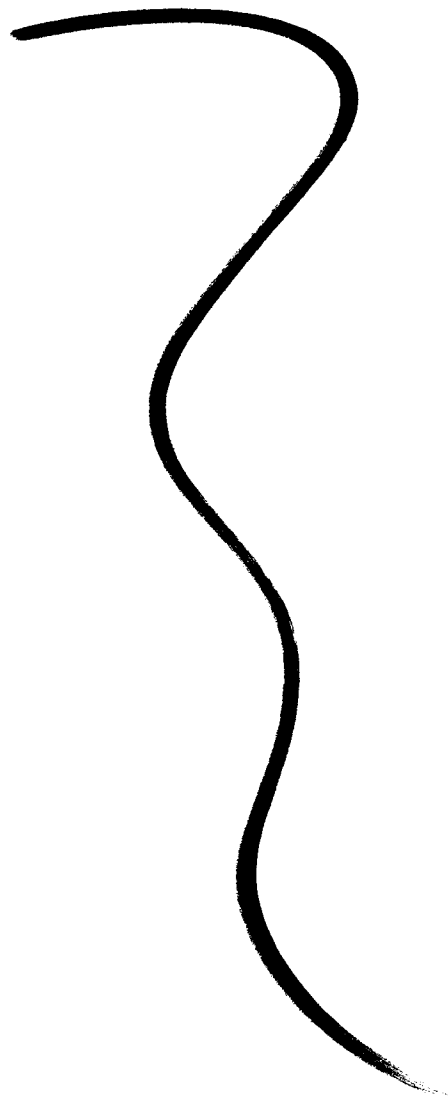
F:\LOD531\wsid\swgate\figures\Fig\_IVA4.ai (4/6/06)

# Exhibit B-1 Zoning Map

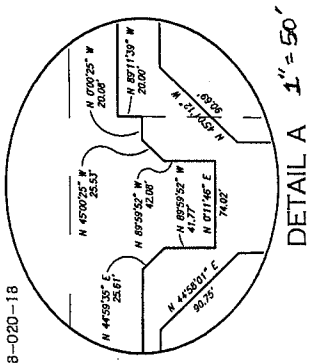
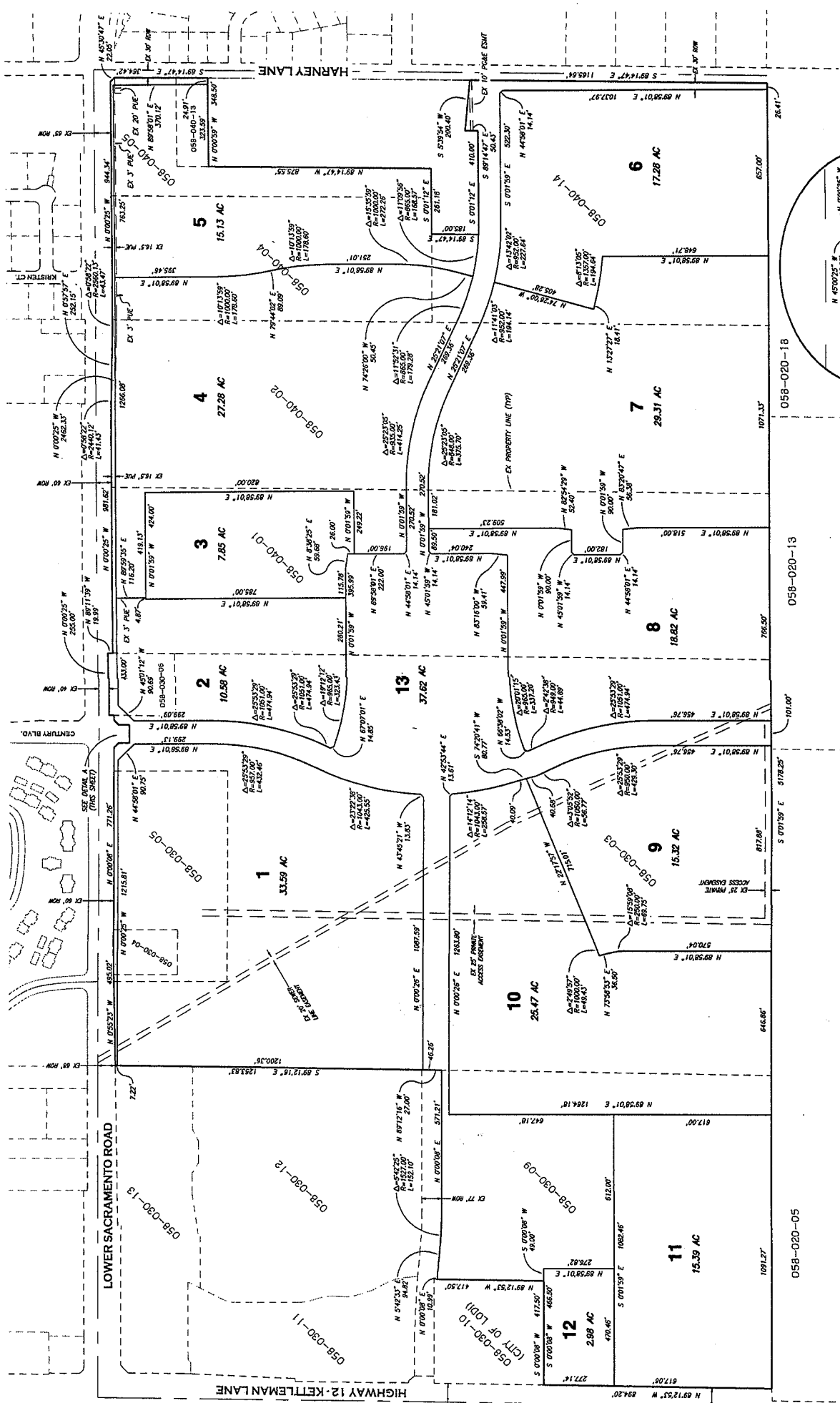


**EXHIBIT C-1**

**Large Lot Tentative Subdivision Map**

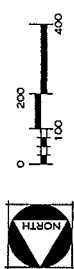


TENTATIVE MAP FOR  
**SOUTHWEST GATEWAY**  
LODI, CALIFORNIA



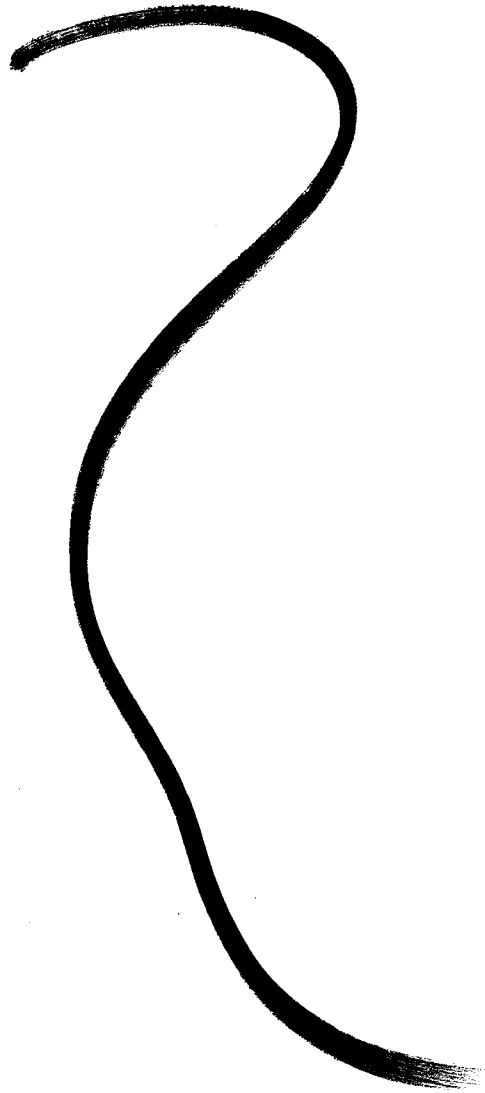
**NOTE:**  
A TEMPORARY RECIPROCAL ACCESS EASEMENT SHALL BE PROVIDED OVER AND ACROSS PARCEL 13 FOR THE BENEFIT OF PARCELS 1 THRU 12

| PROJECT INFORMATION |  |  |
|---------------------|--|--|
| OWNER/DEVELOPER     | FOO JONES<br>12345 MAIN STREET, STE. 470<br>SACRAMENTO, CA 95819<br>(909) 957-8112                       | SITE INFORMATION   |
| ENGINEER            | BAR ENGINEERING<br>2000 "O" STREET, STE. 100<br>SACRAMENTO, CA 95814<br>(916) 468-1444<br>RASHA THOMPSON | APN..... 058-000-010, 041, 06, 09<br>058-000-012, 041, 05, 11, 14<br>SIZE..... 256.62 ACRES<br>PRESENT USE..... AGRICULTURE<br>PROPOSED USE..... RESIDENTIAL<br>NUMBER OF PARCELS..... (1) |



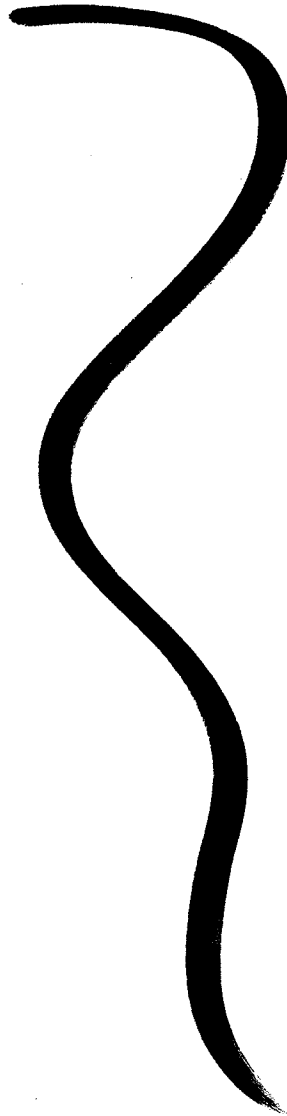
**EXHIBIT C-2**

**Reserved**



**EXHIBIT D**

**DEVELOPMENT PLAN AND INFRASTRUCTURE MAP FOR THE PROPERTY**









COPYRIGHT © 2002 VCR ENGINEERING

SHEET NUMBER 3 OF 3



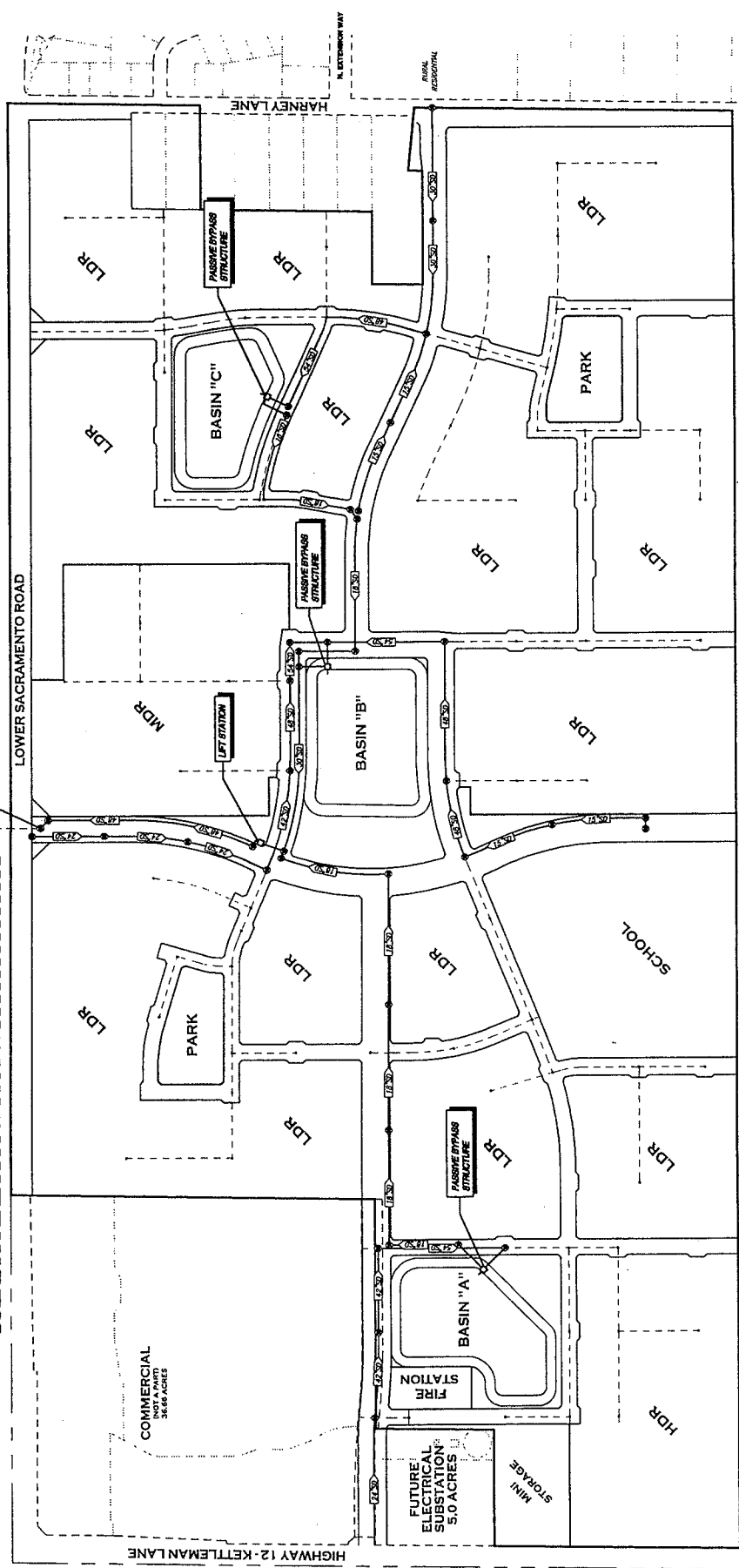
DATE: 11/10/01  
SCALE: AS SHOWN  
DRAWN BY: JEL  
CHECKED BY: JEL  
PROJECT: 02-001

**VCR Engineering, Inc.**  
PLANNING - ENGINEERING - SURVEILLING  
3000 W. Douglas Ave. • Los Angeles, California 90040  
Tel: 310-440-5447 Fax: 310-440-5448

| REVISIONS |              | DATE | APPROVED |
|-----------|--------------|------|----------|
| NO.       | DESCRIPTIONS |      |          |
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SOUTHWEST GATEWAY  
LODI  
CALIFORNIA

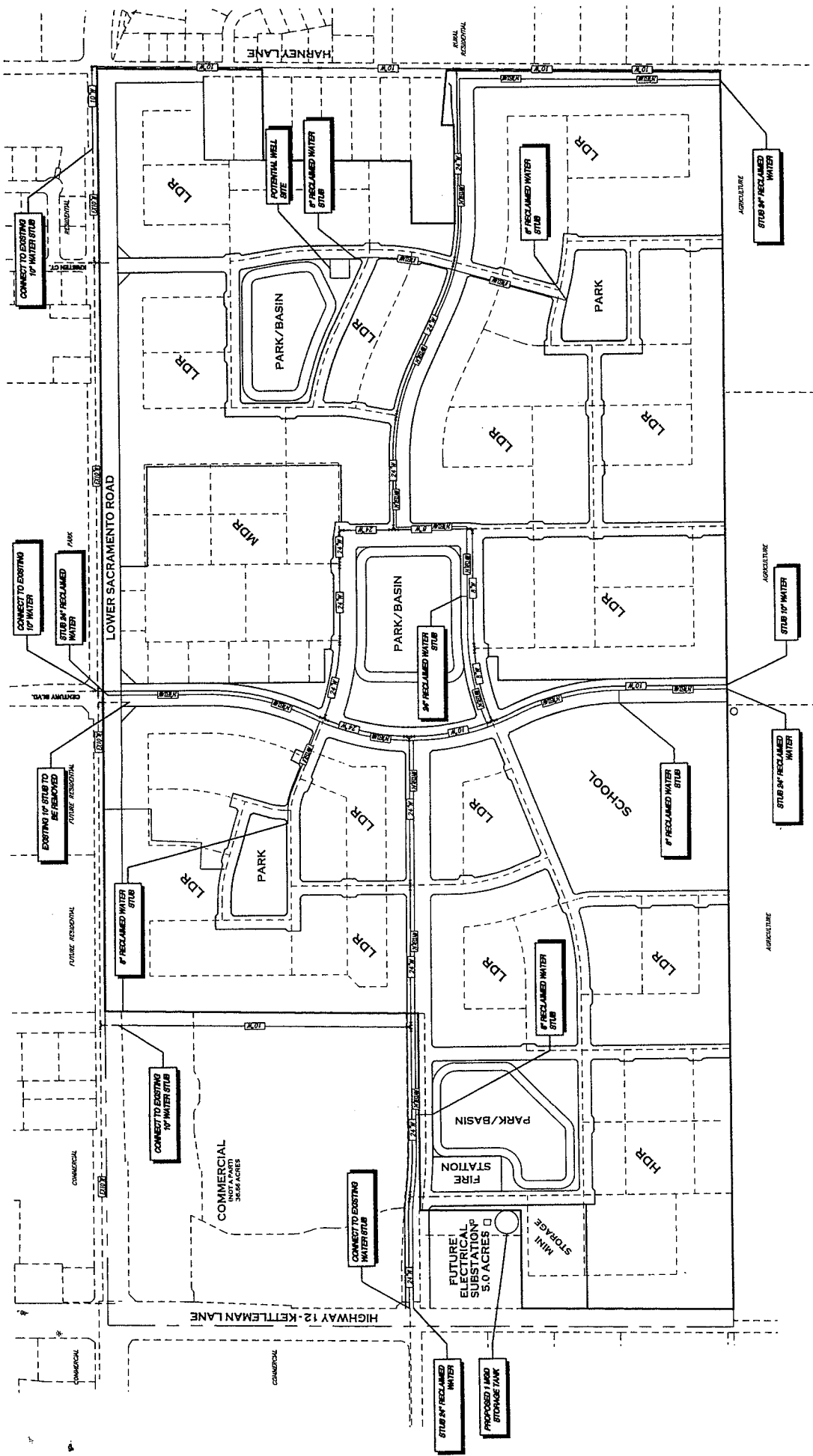
FIGURE 3  
MASTER STORM DRAIN PLAN



**STORM DRAIN LEGEND**

| EXISTING                | PROPOSED |
|-------------------------|----------|
| STANDARD MANHOLE        | •        |
| BRANCH LINE MANHOLE     | •        |
| STORM DRAIN             | —        |
| STORM DRAIN BRANCH LINE | —        |

EXHIBIT D-3



COPYRIGHT © 2008 LANCE ENGINEERING

1 of 3



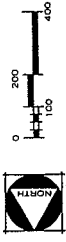
DATE: 12/20/08  
SCALE: AS SHOWN  
DWN BY: JAL  
CHK BY: JAL  
FILE: 12/20/08-12/20/08

**mc** **McR Engineering, Inc.**  
PLANNING • ENGINEERING • SURVEYING  
10000 McR Blvd., Suite 100  
San Diego, CA 92121  
TEL: 619-444-4447 FAX: 619-444-4448

| REVISIONS |              |      |
|-----------|--------------|------|
| NO.       | DESCRIPTIONS | DATE |
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|           |              |      |
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**SOUTHWEST GATEWAY**  
**LODI** **CALIFORNIA**

**FIGURE 1**  
**MASTER WATER PLAN**



**LEGEND**

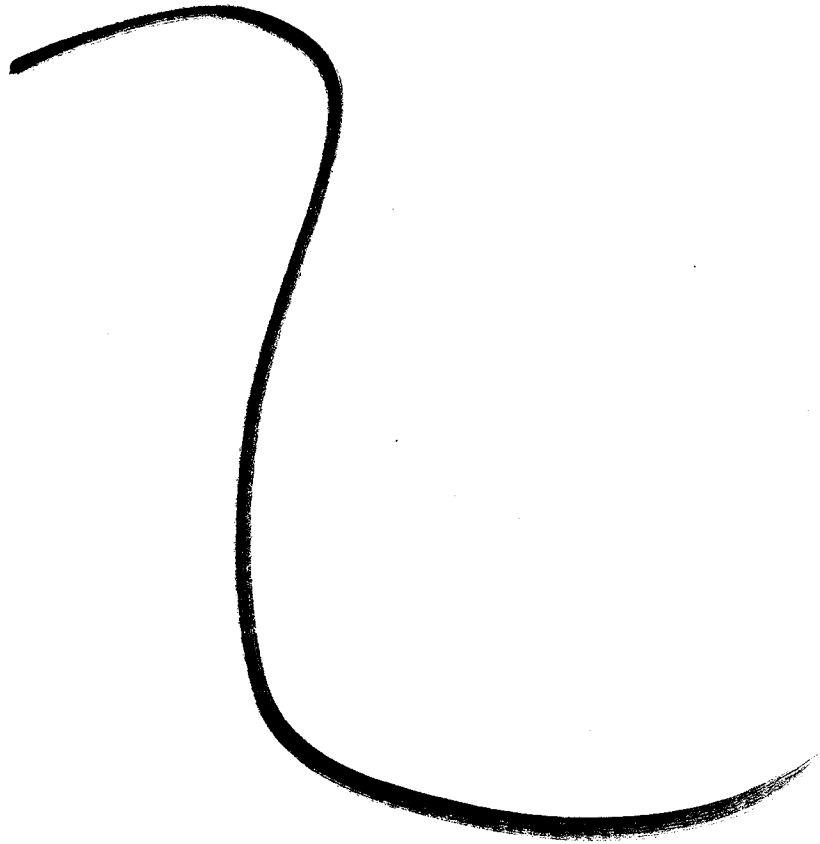
| EXISTING     | PROPOSED     |
|--------------|--------------|
| WATER VALVE  | WATER VALVE  |
| WATER & SIZE | WATER & SIZE |
| BRANCH LINE  | BRANCH LINE  |

**EXHIBIT E**

**SOUTHWEST GATEWAY PROJECT  
GROWTH MANAGEMENT ALLOCATION TABLE**

| <b>Applicable Date</b>                                       | <b>Allocation</b>   |
|--|---|
| Effective Date of<br>Development Agreement                   | 300 Low Density units (Reserve)<br>300 High Density units (Reserve) |
| Within the Calendar Year One Year<br>after Effective Date    | 59 Low Density units<br>75 Medium Density units                     |
| Within the Calendar Year Two Years<br>after Effective Date   | 59 Low Density units<br>29 Medium Density units                     |
| Within the Calendar Year Three Years<br>after Effective Date | 59 Low Density units<br>28 Medium Density units                     |
| Within the Calendar Year Four Years<br>after Effective Date  | 59 Low Density units<br>28 Medium Density units                     |
| Within the Calendar Year Five Years<br>after Effective Date  | 59 Low Density units  |
| Within the Calendar Year Six Years<br>after Effective Date   | 59 Low Density units  |
| Within the Calendar Year Seven Years<br>after Effective Date | 58 Low Density units  |
| Within the Calendar Year Eight Years<br>after Effective Date | 58 Low Density units  |

**EXHIBIT F**  
**ANNEXATION APPROVALS**

A large, thick, black handwritten mark, possibly a signature or a stylized '2', is drawn across the center of the page. It starts with a short horizontal stroke on the left, curves upwards and to the right, then loops back down and to the left, ending with a long, sweeping curve that extends towards the bottom right corner.

Doc #: 2007-129807  
 7/16/07 3:00 PM  
 Page: 1 of 8 Fee: \$0  
 Gary W. Freeman  
 San Joaquin County Recorders  
 Paid By: SHOWN ON DOCUMENT

CERTIFICATE OF COMPLETION

San Joaquin LAFCo  
 1860 E. Hazelton Avenue  
 Stockton, CA 95205

Short Form Designation:

**SOUTHWEST GATEWAY REORGANIZATION TO THE CITY OF LODI  
 (LAFC 16-06)**

Annexation of 318 acres to the City of Lodi with concurrent detachments from the Woodbridge Fire Protection District and the San Joaquin County Resource Conservation District.

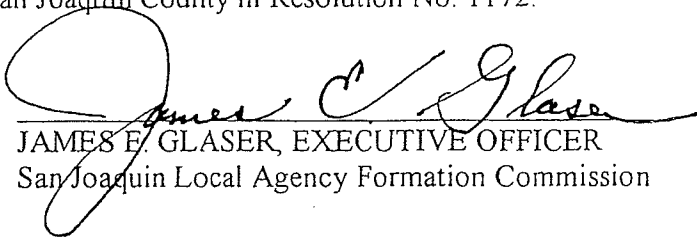
1. Filed pursuant to action by the City of Lodi
2. The name of each district or city involved in this change of organization or reorganization and the kind or type of change of organization ordered for each such city or district are as follows:

CITY OR DISTRICT

TYPE OF CHANGE OF ORGANIZATION

|   |            |
|---|------------|
| City of Lodi                                      | Annexation |
| Woodbridge Fire Protection District               | Detachment |
| San Joaquin County Resource Conservation District | Detachment |

3. The city or districts are located in the following county (ies): San Joaquin.
4. Boundary description for said formation or change has been attached as Exhibit A.
5. Terms and conditions, if any, are provided in said resolution, attached.
6. I hereby certify that the action taken by adoption of the above cited resolution complies with the boundaries and conditions specified by the Local Agency Formation Commission of San Joaquin County in Resolution No. 1172.

  
 JAMES E. GLASER, EXECUTIVE OFFICER  
 San Joaquin Local Agency Formation Commission

Completion Date: July 16, 2007

SAN JOAQUIN LAFCO CONDUCTING AUTHORITY  
RESOLUTION NO. 1172

RESOLUTION ORDERING THE SOUTHWEST GATEWAY REORGANIZATION  
TO THE CITY OF LODI (LAFC 16-06)

WHEREAS, the San Joaquin Local Agency Formation Commission (LAFCO), on March 16, 2007, approved LAFCO Resolution No. 1168, approving the Southwest Gateway Reorganization to the City of Lodi (LAFC 16-06), with certain terms and conditions;

WHEREAS, the reorganization consists of the annexation of territory to the City of Lodi with concurrent detachment from the Woodbridge Fire Protection District and the San Joaquin Resource Conservation District;

WHEREAS, the Commission did set forth the reasons for reorganization, made findings and determinations, including those required of the California Environmental Quality Act (CEQA), and approved terms and conditions of reorganization described in Exhibit A, LAFCO Resolution No. 1168, hereto and by this reference incorporated herein;

WHEREAS, the affected boundaries of the reorganization are described in Exhibit B, attached;

WHEREAS, the territory is uninhabited and did not have 100% owner consent;

WHEREAS, Government Code Section 56029 designates the Commission as the Conducting Authority to conduct proceedings for the reorganization pursuant to Part 4 of Division 3 of Government Code commencing with Section 57000;

WHEREAS, the Commission directed the Executive Officer, pursuant to Government Code Section 56881(d), to initiate protest proceedings pursuant to Part 4, commencing with Section 57000;

WHEREAS, the Executive Officer set the proposal for a hearing on April 24, 2007, at the hour of 11:00 a.m., in the Carnegie Forum, Lodi City Hall, 305 West Pine Street, Lodi, California;

WHEREAS, notice, in the form and manner required by law, has been given for the conducting authority proceedings by the Executive Officer, pursuant to Government Code Section 57025;

WHEREAS, pursuant to Government Code Section 57002, the Executive Officer has conducted the duly noticed public hearing on the reorganization for the purpose of receiving written protests;

WHEREAS, the conducting authority proceeding hearing was concluded on April 24, 2007;

WHEREAS, after the conclusion of the hearing, the Commission shall determine the value of any written protests received;

# EXHIBIT F

WHEREAS, three written protests were received either prior to, or upon conclusion of the hearing, and finds that the value of written protests received and not withdrawn is less than a majority of the landowners owning more than 50% of the assessed value of land within the territory.

NOW, THEREFORE, THE SAN JOAQUIN LOCAL AGENCY FORMATION COMMISSION HEREBY RESOLVES, DETERMINES, AND ORDERS as follows:

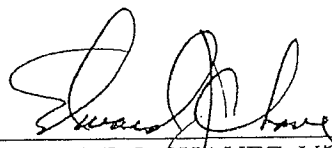
1. Certifies as a Responsible Agency, the Commission has reviewed and considered the City of Lodi's Environmental Impact Report (State Clearinghouse No. 2005092096) and adopts the CEQA Findings and Statement of Overriding Consideration as certified by the City of Lodi.
2. The subject reorganization is hereby ordered pursuant to Government Code Section 57075(b);
3. Directs the Executive Officer to file a Certificate of Completion and record this reorganization in the manner stated in Government Code Section 57000 et. seq. upon receipt of the appropriate State Board of Equalization Fees; the map and legal description prepared pursuant to the requirements of the State Board of Equalization and accepted to form by the Executive Officer, and the specified terms and conditions;
4. The City of Lodi shall record a Certificate of Williamson Act Contract Termination for Contract No. 750516 for Assessor Parcel Number 058-030-03 (former Assessor's Account Numbers 62346 and 057-050-03) with the County Recorder at the same time as the Executive Officer files the Certificate of Completion if it exercises its option not to succeed to this contract; and;
5. The reorganization is subject to the terms and conditions contained in LAFCO Resolution No. 1168, Exhibit A, and the boundaries further described on the map and legal description, Exhibit B hereto and by this reference incorporated herein.

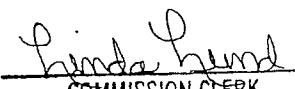
PASSED AND ADOPTED this 18<sup>th</sup> day of May 2007 by the following vote:

AYES: Commissioners Edward J. Chavez, Steven Nilssen, Larry Ruhstaller, Jack Snyder

NOES: None

THE FOREGOING IS A CORRECT COPY OF  
THE ORIGINAL ON FILE IN THIS OFFICE

  
EDWARD J. CHAVEZ, Vice Chair  
San Joaquin Local Agency  
Formation Commission

By:   
COMMISSION CLERK  
Date: 06-12-07

**RESOLUTION NO. 1168**

BEFORE THE SAN JOAQUIN LOCAL AGENCY FORMATION COMMISSION  
APPROVING THE SOUTHWEST GATEWAY REORGANIZATION  
TO THE CITY OF LODI (LAFC 16-06)

WHEREAS, the above entitled proposal was initiated by filing by the City of Lodi and on January 9, 2007, the Executive Officer certified the application filed for processing in accordance with the Local Government Reorganization Act; and

WHEREAS, the Commission held a public hearing on the proposed reorganization on March 16, 2007, in the Board of Supervisors Chambers, County Courthouse, pursuant to notice of hearing which was posted and mailed in accordance with State law; and

WHEREAS, at said hearing the Commission heard and received evidence, both oral and written regarding the proposal, and all persons present were given an opportunity to be heard; and

WHEREAS, the City of Lodi approved an Environmental Impact Report for the project, pursuant to the California Environmental Quality Act (CEQA) and the State CEQA Guidelines:

WHEREAS, there is one Williamson Act Contract within the boundaries of the proposed annexation territory;

WHEREAS, the subject territory is uninhabited and does not have 100% owner-consent;

NOW, THEREFORE, the San Joaquin Local Agency Formation Commission DOES HEREBY RESOLVE, DETERMINE, AND ORDER as follows:

Section 1. Certifies that, as a Responsible Agency, the Commission has reviewed and considered the City of Lodi's Environmental Impact Report (State Clearinghouse No. 2005092096.

Section 2. Determines, pursuant to government Code Section 56754, the City of Lodi may exercise its option to not succeed to the rights, duties, and powers of the Williamson Act Contract for APN 058-030-03 pursuant to Section 51243.5 because:

- a. City of Lodi Resolution No. 3623, "Protesting Execution of a California Land Conservation Contract," passed on September 18, 1973, resolved that the City protests the execution of the California Land Conservation contract initiated by John and Ann Van Ruiten, Assessor's Account Numbers 48546 and 62346. Assessor's Account Number 62346 is now APN 058-030-03. The resolution identified the affected contract and the



February 15, 2007

**SOUTHWEST GATEWAY ANNEXATION TO THE CITY OF LODI**

San Joaquin County California

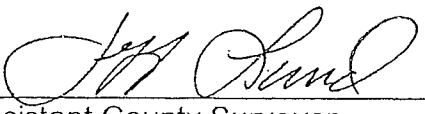
A portion of Sections 15 and 22, Township 3 North, Range 6 East, Mount Diablo Base and Meridian, more particularly described as follows:

Beginning at the northwest corner of said Section 15, said corner being in State Highway Route No. 12 (also known as Kettleman Lane) right-of-way; (1) thence along the north line of said Section 15, being in said Highway's right-of-way, South  $89^{\circ}12'53''$  East, 1,321.75 feet to the Lodi City Limit line; thence along said City Limit line the following seventeen (17) courses (being courses 2 through 18): (2) South  $0^{\circ}00'08''$  West, 75.01 feet, (3) North  $89^{\circ}12'53''$  West, 427.50 feet, (4) South  $0^{\circ}00'08''$  West, 417.50 feet, (5) South  $89^{\circ}12'53''$  East, 427.50 feet, (6) South  $0^{\circ}00'08''$  West, 828.63 feet, (7) South  $89^{\circ}12'16''$  East, 1,361.83 feet to the east line of Lower Sacramento Road, (8) along said east line, North  $0^{\circ}00'08''$  East, 499.77 feet, (9) South  $89^{\circ}11'22''$  East, 621.51 feet, (10) South  $0^{\circ}00'08''$  West, 406.18 feet, (11) South  $89^{\circ}11'22''$  East, 530.15 feet (12) South  $0^{\circ}11'12''$  West, 94.00 feet, (13) South  $89^{\circ}13'48''$  East, 128.75 feet, (14) South  $0^{\circ}00'08''$  West, 1,320 feet, (15) North  $89^{\circ}12'40''$  West, 1,280 feet to the former east line of Lower Sacramento Road, (16) along said former east line, South  $0^{\circ}00'25''$  East, 1,592.04 feet, (17) South  $89^{\circ}08'43''$  East, 170.02 feet, and (18) South  $0^{\circ}00'25''$  East, 57.01 feet to the north line of SUNNYSIDE ESTATES (the map of which is filed in Book of Official Maps and Plats, Volume 17, page 128, San Joaquin County Records); (19) thence leaving said City Limit line, North  $89^{\circ}08'43''$  West, 155.02 feet to a point on the existing east line of Lower Sacramento Road, said point being 55.00 feet easterly of the north-south quarter section line through said Section 15; (20) thence South  $0^{\circ}00'25''$  East along said east line, 935 feet to the northerly end of the round corner curve at the northeast corner of the intersection of Lower Sacramento Road and Harney Lane; (21) thence along said round corner, southeasterly along a curve to the left having a radius of 30.00 feet, a central angle of  $89^{\circ}06'57''$  and an arc length of 46.66 feet to the easterly end of said round corner curve; (22) thence southerly, 55.07 feet to the easterly end of the round corner curve at the southeast corner of said intersection; (23) thence along said round corner, southwesterly along a curve to the left having a radius of 30.00 feet, a central angle of  $87^{\circ}09'44''$  and an arc length of 45.64 feet to the southerly end of said round corner curve; (24) thence westerly 121.60 feet to the southerly end of the round corner curve at the southwest corner of said intersection; (25) thence along said round corner curve, northwesterly along a curve to the left having a radius of 30.00 feet, a central angle of  $65^{\circ}52'48''$  and an arc length of 34.49 feet to the westerly end of said round corner curve, being on the south line of Harney Lane, said south line being 30.00 feet southerly of the north line of said Section 22; (26) thence along said south line, North  $89^{\circ}14'47''$  West, 597.8 feet to the southerly projection of the west line of that certain parcel of land conveyed to Robert S. Pinnell, et ux, by deed recorded as Document No. 2005-293965, San Joaquin County Records;

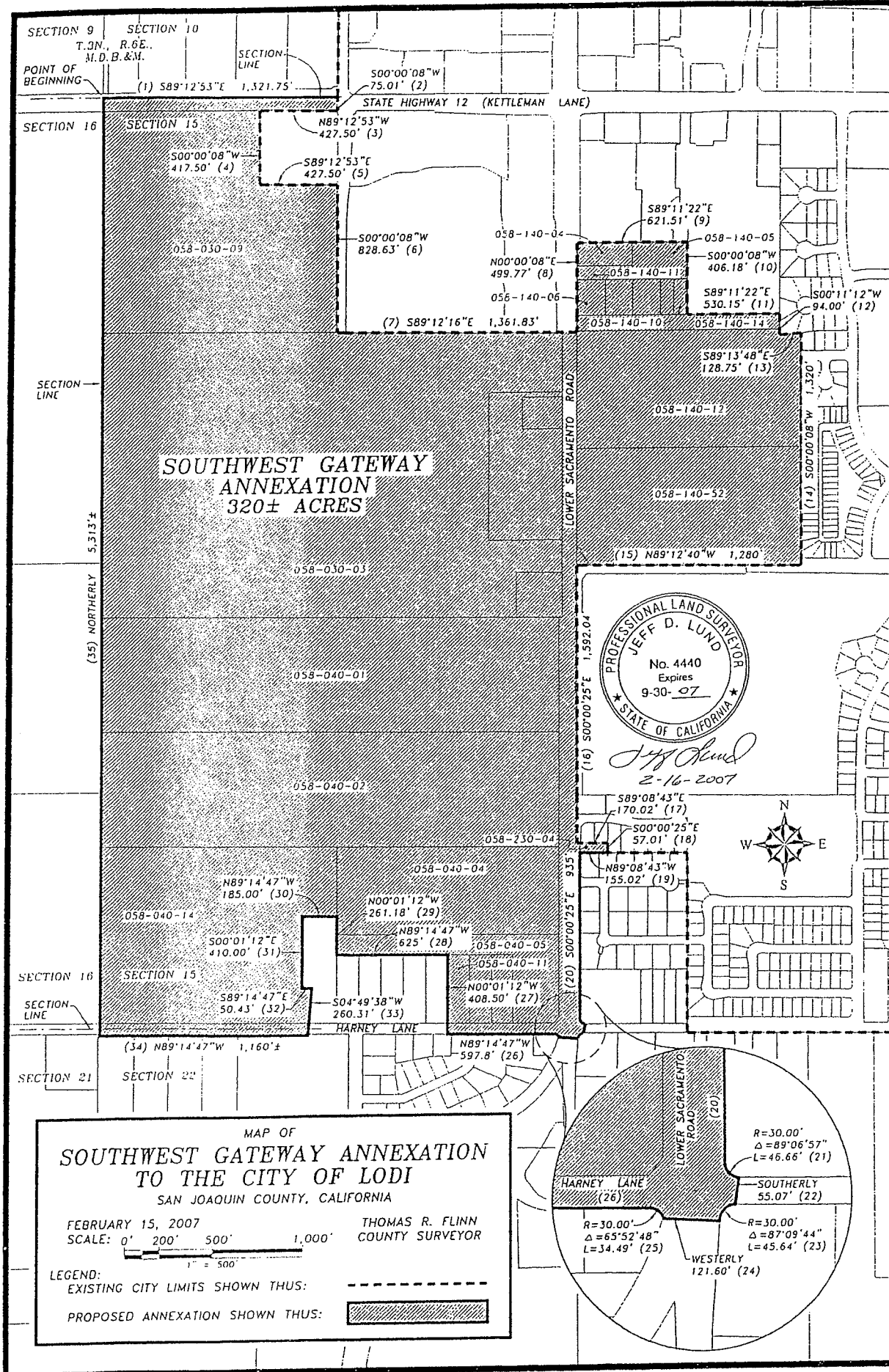
(27) thence along said southerly projection and west line, North 0°01'12" West, 408.50 feet to the northwest corner thereof; (28) thence along the westerly projection of the north line of said Pinnell parcel, North 89°14'47" West 625 feet to the east line of Parcel 1 of parcel map filed in Book 16 of Parcel Maps, at page 87, San Joaquin County Records; thence along the east, north and west line of said Parcel 1 the following four (4) courses (being courses 29 through 32): (29) North 0°01'12" West, 261.18 feet, (30) North 89°14'47" West, 185.00 feet, (31) South 0°01'12" East, 410.00 feet, and (32) South 89°14'47" East, 50.43 feet; (33) thence continue along said west line and its southerly projection, South 4°49'38" West, 260.31 feet to said south line of Harney Lane; (34) thence along said south line North 89°14'47" West, 1,160 feet, more or less, to the west line of said Section 22; (35) thence along said west line and along the west line of said Section 15, Northerly, 5,313 feet, more or less, to the point of beginning.

Containing 320 acres, more or less.

APPROVED AS TO DESCRIPTION:  
County Surveyor

By:   
Assistant County Surveyor  
2-16-2007





**EXHIBIT G**

**FORM OF ASSIGNMENT**

**OFFICIAL BUSINESS**

Document entitled to free recording  
Government Code Section 6103

**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:**

City of Lodi  
P.O. Box 3006  
Lodi, CA 95241-1910  
Attn: City Clerk

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

**ASSIGNMENT AND ASSUMPTION AGREEMENT  
RELATIVE TO FRONTIER COMMUNITY BUILDERS WESTSIDE  
DEVELOPMENT AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter, the "Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, by and between Frontier Community Builders, a \_\_\_\_\_ corporation (hereinafter "Developer"), and \_\_\_\_\_, a \_\_\_\_\_ (hereinafter "Assignee").

**RECITALS**

On \_\_\_\_\_, 2006, the City of Lodi and Developer entered into that certain agreement entitled "Development Agreement By and Between The City of Lodi and Frontier Community Builders, Inc. related to the development known as Frontier Community Builders Southwest Gateway Project (hereinafter the "Development Agreement"). Pursuant to the Development Agreement, Developer agreed to develop certain property more particularly described in the Development Agreement (hereinafter, the "Subject Property"), subject to certain conditions and obligations as set forth in the Development Agreement. The Development Agreement was recorded against the Subject Property in the Official Records of San Joaquin County on \_\_\_\_\_, 2006, as Instrument No. \_\_\_\_-\_\_\_\_\_.

Developer intends to convey a portion of the Subject Property to Assignee, commonly referred to as Parcel \_\_\_\_\_, and more particularly identified and described in Exhibit A-1 and Exhibit A-2, attached hereto and incorporated herein by this reference (hereinafter the "Assigned Parcel").

Developer desires to assign and Assignee desires to assume all of Developer's right, title, interest, burdens and obligations under the Development Agreement with respect to and as related to the Assigned Parcel.

## ASSIGNMENT AND ASSUMPTION

NOW, THEREFORE, Developer and Assignee hereby agree as follows:

Developer hereby assigns, effective as of Developer's conveyance of the Assigned Parcel to Assignee, all of the rights, title, interest, burdens and obligations of Developer under the Development Agreement with respect to the Assigned Parcel. Developer retains all the rights, title, interest, burdens and obligations under the Development Agreement with respect to all other property within the Subject Property owned by Developer.

Assignee hereby assumes all of the rights, title, interest, burdens and obligations of Developer under the Development Agreement with respect to the Assigned Parcel, and agrees to observe and fully perform all of the duties and obligations of Developer under the Development Agreement with respect to the Assigned Parcel. The parties intend hereby that, upon the execution of this Agreement and conveyance of the Assigned Parcel to Assignee, Assignee shall become substituted for Developer as the "Developer" under the Development Agreement with respect to the Assigned Parcel.

All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

The Notice Address described in Section 28 of the Development Agreement for the Developer with respect to the Assigned Parcel shall be:

FRONTIER COMMUNITY BUILDERS, INC.  
10100 Trinity Parkway, Suite 420  
Stockton, California 95219

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the day and year first above written. This Agreement may be signed in identical counterparts.

DEVELOPER:

ASSIGNEE:

FRONTIER COMMUNITY BUILDERS, INC.

\_\_\_\_\_,  
a \_\_\_\_\_

By: \_\_\_\_\_

Print Name:

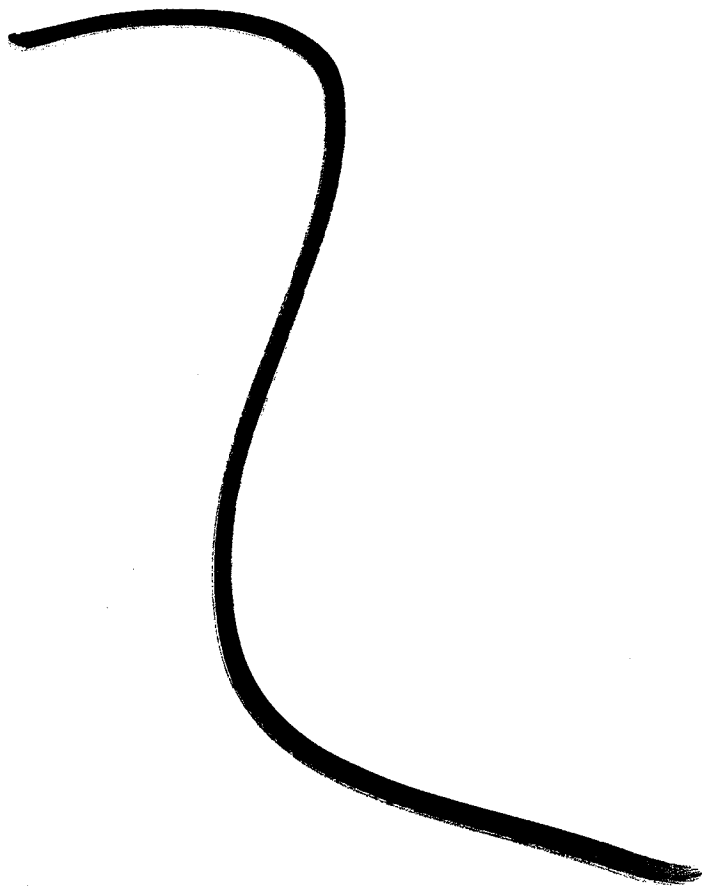
Title: Division President

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT H**  
**SCHEDULE OF IMPROVEMENTS**



# EXHIBIT H

SW  
RECEIVED

## Implementation and Phasing Memorandum

MAY 24 2006

COMMUNITY DEVELOPMENT DEPT  
CITY OF LODI

### Introduction

The project phasing described below is intended to outline the anticipated sequencing of development. The project phasing plan is also intended to help ensure all necessary infrastructure would be in place and operational for connection and use as portions of the project phases come on line. The phasing schedule should be used as a guideline rather than a binding commitment because phasing must be flexible to respond to market absorption and other relevant conditions.

### Phasing

The project is expected to be developed in four phases over a period of five to eight years. The first phase is expected to begin in the Spring of 2007 and the final phase is anticipated to be completed by the end of 2014.

The following schedule represents the expected phasing of the residential villages.

| <u>Phase</u> | <u>Type</u> | <u>Village(s)</u> | <u>Units</u> |
|--------------|-------------|-------------------|--------------|
| 1            | LDR         | 2,4,5             | 345          |
| 1            | MDR         | 1                 | 84           |
| 1            | LDR         | 3                 | <u>120</u>   |
| Subtotal     |             |                   | <u>549</u>   |
| 2            | MDR         | 6                 | 64           |
| 2            | HDR         | 7                 | <u>210</u>   |
| Subtotal     |             |                   | <u>274</u>   |
| 3            | LDR         | 9,12              | 214          |
| 3            | MDR         | 8,10              | <u>96</u>    |
| Subtotal     |             |                   | <u>310</u>   |
| 4            | LDR         | 11,13             | <u>148</u>   |
| Grand Total  |             |                   | <u>1281</u>  |

**Phase 1:** The first phase includes the extension of Century to the west edge of the property. Five villages totaling 549 homesites, a neighborhood park, the school site and the central park/basin are part of this phase. The sewer trunk lines will be relocated along the south end of the commercial property to Westgate Drive then south to Century Boulevard and extended west to edge of the project.

**Phase 2:** The second phase includes Villages 6 and 7 west of the commercial site. This phase includes the apartment site. The park basin and fire station will be included with this phase unless previously developed with the shopping center improvements.

**Phase 3:** The third phase of the project is planned to include Villages 8,9,10 and 12 totaling 310 homesites. This phase includes the remaining two parks and the secondary entrance off of Lower Sacramento Road.

**Phase 4:** The final phase of the project includes Villages 11 and 13. All remaining streets and facilities will be installed with this phase.



## EXHIBIT I

### PARK IMPROVEMENTS

#### Westside/Southwest Gateway Development Agreement Basin/Park Area Summary

##### Westside Annexation

| Location | Basin (1), acres | Park           |              | Total, acres |
|----------|------------------|----------------|--------------|--------------|
|          |                  | Net (2), acres | Gross, acres |              |
| A        | 2.9              | 1.6            | 1.6          | 4.5          |
| B        |                  | 2.1            | 2.1          | 2.1          |
| C        | 8.2              | 5.4            | 6.1          | 14.3         |

##### Southwest Gateway Annexation

| Location                    | Basin (1), acres | Park           |              | Total, acres |     |
|-----------------------------|------------------|----------------|--------------|--------------|-----|
|                             |                  | Net (2), acres | Gross, acres |              |     |
| D                           | 5.9              | 1.5            | 1.5          | 7.4          | (3) |
| E                           | 6.7              | 2.4            | 2.4          | 9.1          | (4) |
| F                           | 4.8              | 1.5            | 1.5          | 6.3          |     |
| G                           |                  | 2.2            | 2.2          | 2.2          |     |
| H                           |                  | 2              | 2            | 2            |     |
| Open Space on Century Blvd. |                  | 0              | 0            | 0            | (5) |

- (1) Westside Annexation area basin calculations not approved.  
The basin area numbers are subject to change.
- (2) Net area measured from street right of way.  
Area requirements are exclusive of bike and ped routes.
- (3) Park to be located at the southwest end of designated area.
- (4) Park to be located at the south end of designated area.
- (5) Two slivers of open space are shown on Century Blvd.  
Neither area provides sufficient space for park facilities.

**EXHIBIT J**

## REQUIRED PARK AMENITIES

[illegible]

AGREEMENT TO AMEND  
**SOUTHWEST GATEWAY**  
**DEVELOPMENT AGREEMENT**  
AND REFRAIN FROM CHALLENGING LAND USE PROJECT

THIS AGREEMENT is made this 15<sup>th</sup> day of November 2006 by and between the City of Lodi (City), a California General Law city, represented by the City Manager and City Attorney with the limited authority as described in Section 1.A; Citizens for Open Government, an unincorporated association (Citizens); and Frontiers Community Builders (Developer) a dba of Frontier Land Companies, a California Corporation. The Parties agree as follows:

1. Recitals.

A. The Parties to the Agreement.

The City of Lodi ("City") is a General Law city governed by a five-member city council. For all purposes herein and during all times during the negotiation of this Agreement the City Manager and City Attorney have represented the City. However in this Agreement and at all times during the negotiation of the Agreement the City Manager and/or City Attorney have lacked the capacity or legal authority to bind the City of Lodi and/or the City Council. The parties understand that throughout the negotiation and in executing this Agreement the City Manager and City Attorney can only recommend to the City Council that it take certain actions. All authority and discretion remains with the City Council over whether the City Council will approve or disapprove of this Agreement. The City Council is scheduled to hear the Project at a duly noticed public hearing scheduled for November 15, 2006.

Citizens is an unincorporated association that has commented on the development proposed by Developer. The "Project" referred to herein is as defined in the Development Agreement for the "FCB Southwest Gateway Project" with all Project Approvals described therein. Citizens desire to have certain mitigation measures and clarifications added to the Development Agreement negotiated between City and Developer that in the opinion of Citizens will further the interest of the City and the interest of the public. If these amendments are added to the draft Development Agreement in the form of this Agreement, which shall be an exhibit to the Development Agreements, then Citizens will support the Project, will not make negative comments about the Project's EIR or the Project at any City Council or other public hearings, and will not subsequently challenge the certification of the EIR or the Project Approvals, directly or indirectly. Ann Cerney shall be the sole spokesperson for Citizens and make these statements at City Council hearing.

Developer, a private entity, is the applicant for the Development Agreements and Project Approvals described therein. The term "Developer" includes all related entities of Developer and their successors in interest.

B. The parties agree that the Development Agreements contain commitments for major infrastructure and amenities that will result in public benefits for the City.

C. Although Citizens are not fully satisfied with all aspects of the Project and EIR, it has balanced the benefits of the Project, including the changes to the draft Development Agreements as set forth in this Agreement, against the adverse effects of the Projects and has concluded that the Projects, separately or combined, are substantially more beneficial to the City than detrimental.

## 2. Modification of Development Agreement.

The parties agree that the draft Development Agreement for the Project, scheduled to be considered by the City Council at the public hearing on November 15, 2006, is to be hereby amended by and through this Agreement, which shall be attached to the Development Agreement as Exhibit "K".

### A. Mitigation For Agricultural Conversion Impacts of Project

(1) Developer shall obtain permanent easements to be held by the City or other qualified entity (e.g., Central Valley Farmland Trust) limiting the use of San Joaquin County real property to agricultural uses and related activities as are permitted from time to time under the agricultural zoning laws of the County ("Agricultural Conservation Easements"). In providing mitigation for impacts to agricultural land, Developer shall adhere to the terms of the final adopted San Joaquin County Agricultural Mitigation Ordinance, now under consideration by the San Joaquin County Board of Supervisors. (See November 14, 2006 draft Ordinance.)

(2) At a minimum, and notwithstanding the terms of the final, adopted County Ordinance, the Agricultural Conservation Easements shall be recorded on a 1:1 acre (conserved:developed) ratio against an aggregate total of up to 240 acres, more or less, contained within FCB Southwest Gateway Project, involving one or more parcels of land - though not necessarily contiguous - with each mitigation acre located within San Joaquin County and zoned for agricultural uses ("Protected Properties"). If mitigation lands are located in the Primary Zone of the San Joaquin Delta that lies within the County, the mitigation ratio shall be on a 2:1 acre (conserved:developed) basis. However, if prior to the Developer's compliance with this agricultural mitigation requirement, the San Joaquin Board of Supervisors excludes land within certain areas of the County (e.g., the Primary Zone of the Delta) from being used for agricultural mitigation purposes, the parties agree that those lands would be excluded from being used for mitigation purposes under this Agreement.

(3) At a minimum, and notwithstanding the terms of the final, adopted County Ordinance, the Agricultural Conservation Easements may only apply to Protected Properties that are not encumbered by (a) any other perpetual open space conservation easement or

deed restriction or (b) any other perpetual agriculture mitigation easement or deed restriction. The cost of obtaining the Agricultural Conservation Easements shall rest with the Developer. The Protected Properties must be subject to permanent restrictions on use to ensure the availability of agricultural production capacity by limiting non-agricultural development that is inconsistent with agriculture uses and related activities. In accordance with the County's November 14, 2006, draft Mitigation Ordinance section 9-1080.3, subdivision (e)(1), the Developer shall pay an administrative fee to cover the costs of administering, monitoring and enforcing the farmland conservation easement in an amount to be determined by the qualified entity that will hold the conservation easement. If the City holds the Agricultural Conservation Easements, the City will monitor the Protected Properties subject to the easements biannually through its Planning Commission to ensure compliance with the requirements of this provision. If the City is selected to hold the Agricultural Conservation Easements, Developer will pay City \$5,000 to compensate the City for monitoring cost/contingencies in connection with the Agricultural Conservation Easements for the Southwest Gateway Project.

(4) The Agricultural Conservation Easements shall be recorded in the applicable ratio(s) against a minimum of each acre to be developed (or more) within any phased Final Subdivision Map of the Project prior to the date the first residential building permit is issued to Developer for any such phase thereof.

(5) City shall notify Citizens of which site(s) are selected to meet the requirements of this provision 30 days prior to the recordation of any Agricultural Conservation Easements pursuant to this Agreement. If both Citizens and the City agree, the mitigation ratio applicable to mitigation lands outside of the Delta Primary Zone may be reduced if the Developer proposes to obtain conservation easements that, in the judgment of both Citizens and the City, have a greater mitigation value than lands that could otherwise be used as mitigation for agricultural impacts of the Projects under this provision.

#### **B. Home Building, Energy and Conservation Features within the Project**

1) Developer shall become a California Green Builder prior to the construction of the homes within the Projects. The California Green Builder program requires that all homes are at least 15% more energy efficient than currently mandated by Title 24 in California and meet guidelines for energy efficiency set by the US Environmental Protection Agency. The homes within the Projects may contain a variety of energy efficient features and alternative energy features such as high efficient insulation, high performance windows, high efficient heating and cooling equipment, cool roofing, radiant barriers, awnings, overhangs, day lighting and qualified lighting.

2) Developer's status as a California Green Builder requires Developer to implement water conservation features that save 20,000 gallons per home per year. Developer shall provide front yard landscaping using weather based irrigation controllers and drip irrigation and may utilize other water conservation features such as high efficiency fixtures and efficient plumbing technologies, products and materials. Developer also agrees to use weather based irrigation controllers in front yards, parks and common areas.

3) Developer shall make available solar power features and electrical car charging stations or outlets that homeowners within the Projects may elect to purchase as part of that homeowner's option package.

4) Developer agrees that at least 50% of the construction site waste shall be recycled or otherwise diverted from landfill disposal.

5) Developer shall use only EPA approved natural gas fireplaces, fireplace inserts, woodstoves or pellet stoves when such fireplaces are installed. Developer will comply with all federal, state and local laws and regulations pertaining to the installation of wood burning fireplaces.

6) Developer will encourage landscape maintenance companies to use electric-powered equipment.

7) Shade trees will be planted where appropriate throughout the Project and located to shade paved areas and to protect dwellings from energy consuming environmental conditions.

8) Developer agrees to comply with the California Green Builder program that applies to high density residential units. Currently a pilot program exists that is substantially similar to the low density program, with the exception of the 20,000 gallon per home per year in water conservation.

C. New Urbanism neighborhood design.

Developer believes that the Project's current land use plans promote the principles of New Urbanism that include neighborhoods that are walk-able, interconnected, that include pedestrian friendly streetscapes; bicycle friendly design elements; well integrated, highly visible, and publicly accessible open spaces. Developer is also committed to designing the specific components of the Projects to include housing and structural forms that are visually interesting, well modulated, constructed of high quality materials, proportionate to their surroundings, and a range of housing types, sizes and affordability.

D. Pedestrian Transit and Bicycle Infrastructure: Developer agrees to implement the following measures:

1) Provide pedestrian enhancing infrastructure that includes: sidewalks and pedestrian paths, direct pedestrian connections, street trees to shade sidewalks, pedestrian safety designs/infrastructure, street lighting and/or pedestrian signalization and signage, and

2) Provide bicycle-enhancing infrastructure that includes: bikeways/paths connecting to a bikeway system as well as secure bike parking.

E. Lodi Eastside: This provision is not applicable to the Southwest Gateway Agreement.

F. Water Supply: Additional entitlements for urban development within the Project area (i.e., subdivision maps, parcel maps, building permits, etc.) shall not be granted for any dwellings within the Project area after total water use exceeds the projected safe groundwater yield of the Project area until additional water sources (e.g., W.I.D. groundwater recharge or water treatment or otherwise) are available. According to the Westside-Southwest Gateway Project Water Supply Assessment (July 2006) ("WSA"), a total of approximately 347 acre feet per year for Southwest Gateway will be available for the Project upon its annexation while the total projected water demand will likely be in excess of that amount before full build-out occurs. The purpose of this provision, then, is to ensure that water use by the Project does not exceed the projected increase in safe groundwater yield attributable to annexation of the Project area into the City until additional water sources (e.g., W.I.D. groundwater recharge or water treatment or otherwise) are available. (See WSA, Figure 5-4.)

G. Agricultural Conflicts: Developer shall strive to phase development in a manner that will reduce land use conflicts with lands currently in agricultural use to the west of the Project. To the extent feasible, Developer will generally develop the Project in an east to west direction.

H. Challenges:

1) No Challenge by Citizens/Cerney: This Agreement will not become effective in the event that Citizens and/or Ann Cerney: (1) file any legal action challenging the City's certification of the EIR; (2) file any legal action challenging the City's approval of the Project's land use approvals, including the amendments to the West Side Facilities Master Plan; (3) file any legal action challenging the San Joaquin Local Agency Formation Commission's compliance with CEQA; (4) file any legal action challenging the San Joaquin Local Agency Formation Commission's approval of the annexation of the territory to the City of Lodi; (5) qualify a referendum petition to require an election concerning one or more of the Project's legislative approvals, or (6) violate the terms or the spirit of this Agreement in any other manner.

2) Challenge by Third Party:

a. The amendment to the Development Agreement called for in this Agreement will become partially ineffective as set forth below in the event that any other party: (1) files any legal action challenging the City's certification of the EIR; (2) files any legal action challenging the City's approval of the Project's land use approvals; (3) files any legal action challenging the San Joaquin Local Agency Formation Commission's compliance with CEQA; (4) files a legal action challenging the San Joaquin Local Agency Formation Commission's approval of the annexation of the territory to the City of Lodi; or, (5) qualifies a referendum petition to require an election concerning one or more of the Project's legislative approvals.

b. If an event triggers a partial invalidity as called for above, the

ratio of number of acres to be mitigated per Section 2.A. will be reduced by 50% and reimbursement of a portion of the fees paid to Citizens under this Agreement (see Paragraph 3C. below) shall be due from Citizens to Developer (within 60 days of its written notice to Citizens) in the amount of \$7,600. Moreover, Citizens' statute of limitations to file an action challenging the City's certification of the EIR and/or land use approvals will be tolled for thirty (30) days from the limitations period established by CEQA. City and Developer grant a second conditional and limited tolling of the statute of limitations to file an action challenging City's certification of the EIR. This conditional and limited tolling will only arise upon a legal challenge by a third party to LAFCO's determination on the EIR and/or annexation and Citizens' time to file an action shall extend for only thirty (30) days after the third party files its action.

c. In the event that dismissals with prejudice are filed with any applicable Court before answers are filed in the third party litigation then Citizens will dismiss any subsequent actions and the terms of this Agreement shall be fully restored.

### 3. Miscellaneous.

A. Ann Cerney, as the sole representative of Citizens, shall appear at all appropriate City Council hearings and express support for the approval of this Agreement, and non-opposition to the City Council's approval of the Project and certification of the EIR.

B. Citizens represents and warrants that Ann Cerney has authority to execute this Agreement on behalf of Citizens and is authorized to speak on behalf of the organization at all Lodi City Council and other public meetings.

C. Developer conditionally agrees to pay \$40,000 to Citizens to reimburse Citizens for attorney fees expended in the negotiation and executing of this Agreement and to reimburse members of the Citizens for extraordinary time and effort expended in this process. The distribution of the money shall be at the sole discretion of Citizens. The payment of these fees shall be due and payable thirty (30) days after the last day to take any of the actions described in Section 2.F.1).

D. If the public benefits included in this Agreement are not adopted by the City Council, Citizens' support for approval of this Agreement and non-opposition to the City Council's approval of the Projects and certification of the EIR will be withdrawn and its previously stated objections will be renewed. City and Developer agree not to assert an exhaustion of administrative remedies defense as to those issues specifically raised and exhausted at hearings regarding the Project if litigation ensues and this agreement becomes null and void, or partially invalid, under this Agreement.

### 4. Independent Effect; Effective Date of Agreement.

Only Section 3.A and 3.B of the Agreement shall be immediately effective and binding upon Citizens and Developer. The remainder of this Agreement shall only become effective upon the City Council approval of the amendment to the draft Development Agreement that are described in Section 2. Notwithstanding any other provision herein to the contrary,



because of the nature of the mitigation measures set forth herein (e.g., ratio of 1:1 acres for agriculture mitigation), the parties agree that this Agreement shall be effective as stand-alone resolutions of their disputes as to this Project.

5. Agreement Not to Sue or Circulate a Referendum Petition.

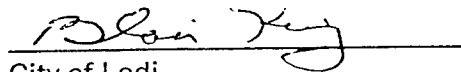
If the amendment to the Development Agreement called for in this Agreement are adopted by the City Council, Citizens agrees that neither it nor its individual members shall sue the City or the San Joaquin Local Agency Formation Commission over the sufficiency of the EIR or the land use/annexation decisions by these public agencies. Further neither Citizens nor its members shall encourage or give assistance to any others to challenge the Developer's Project either administratively or judicially. Moreover, neither Citizens, nor its members, will encourage, indirectly assist or actually circulate a petition to place a referendum on the ballot to force an election about the Project's legislative approvals.

6. Counterparts.

This agreement may be executed in counterparts.



Frontier Land Companies  
By: Tom Doucette, President



City of Lodi  
By: Blair King, City Manager



Citizens for Open Government  
By: Ann Cerney

ORDINANCE NO. \_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LODI  
RESCINDING DEVELOPMENT AGREEMENT PERTAINING TO THE  
DEVELOPMENT OF 151 ACRES LOCATED ON THE WEST SIDE OF  
LOWER SACRAMENTO ROAD BETWEEN THE WOODBRIDGE  
IRRIGATION DISTRICT CANAL AND VINE STREET (WESTSIDE  
PROJECT) (DEVELOPMENT AGREEMENT GM-05-002)

=====

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LODI AS FOLLOWS:

SECTION 1. The Lodi City Council passed Ordinance No. 1794 approving a Development Agreement covering the following property:

Westside Project: 151 acres within the Westside Project area located on the west side of Lower Sacramento Road between the Woodbridge Irrigation District canal and Vine Street (Assessors Parcel Numbers 029-380-05, 027-040-01, 027-040-020, and 027-040-030).

SECTION 2. Frontier Community Builders, the sole party to the above referenced Development Agreement requested that the agreement be rescinded by letter of May 16, 2012, a copy of which is attached hereto and incorporated by reference.

SECTION 3. The City Council hereby finds that termination of the Development Agreement is in the best interest of the City to ensure that any construction is subject to the new impact mitigation fee program, and to eliminate conditions in the Development Agreement that could present barriers to housing construction in the current economy.

SECTION 4. The City Council hereby finds that the termination of the Development Agreement is consistent with the General Plan land use designation and the zoning for the proposed Development.

SECTION 5. The City Council hereby adopts Ordinance No. \_\_\_\_ rescinding the Development Agreement by and between the City of Lodi and Frontier Community Builders.

SECTION 6. No Mandatory Duty of Care. This ordinance is not intended to and shall not be construed or given effect in a manner which imposes upon the City, or any officer or employee thereof, a mandatory duty of care towards persons or property within the City or outside of the City so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

SECTION 7. Severability. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this ordinance are severable. The City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof.

SECTION 8. This ordinance shall be published one time in the "Lodi News-Sentinel," a daily newspaper of general circulation printed and published in the City of Lodi, and shall take effect 30 days from and after its passage and approval.

Approved this \_\_\_\_ of \_\_\_\_\_, 2012

\_\_\_\_\_  
JOANNE MOUNCE  
Mayor

Attest:

RANDI JOHL  
City Clerk

=====

State of California  
County of San Joaquin, ss.

I, Randi Johl, City Clerk of the City of Lodi, do hereby certify that Ordinance No. \_\_\_\_ was introduced at a regular meeting of the City Council of the City of Lodi held August 15, 2012, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held \_\_\_\_\_, 2012, by the following vote:

AYES: COUNCIL MEMBERS –

NOES; COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

I further certify that Ordinance No. \_\_\_\_ was approved and signed by the Mayor on the date of its passage and the same has been published pursuant to law.

RANDI JOHL  
City Clerk

Approved as to Form:

D. STEPHEN SCHWABAUER  
City Attorney



## FCB HOMES

May 16, 2012

Mr. Rad Bartlem  
City Manager  
City of Lodi  
221 West Pine Street  
Lodi, CA 95240

Re: Westside and Southwest Gateway Development Agreements –  
Request for Termination

Dear Rad,

Last April, 2011, I sent you a letter formally requesting termination of the Westside and Southwest Gateway Development Agreements (see attached). The letter followed nearly ten months of regular meetings with City Staff and their consultants working on Lodi's Impact Mitigation Fee Program (IMFP) update. We were convinced then that the Westside and Southwest Gateway properties should be included in the IMFP and the Development Agreements terminated. Now, over a year later, the IMFP update is nearly complete, and the Westside and Southwest Gateway properties are an integral part of the updated IMFP. Clearly, then, it is time to move forward to cancel the old Westside and Southwest Gateway Development Agreements and establish an economic framework for residential development to proceed within the current City limits.

At your request, I will outline below the main reasons we feel the Development Agreements should be cancelled.

1. The Development Agreements did not address the actual impacts resulting from new residential development.

When the Westside and Southwest Gateway projects were moving through the entitlement process, the City's existing impact fee program - originally adopted in 1991 - had not been updated for 15 years. While the fees had been periodically increased over time, many of the underlying assumptions about program funding had changed and it was those old fee programs that provided the basis for the Agreements. Furthermore, other fees were included in the Agreements, some of which bore little or no relationship to growth impacts from the Westside and Gateway projects.



10100 TRINITY PARKWAY, SUITE 420 STOCKTON, CALIFORNIA 95219  
209-957-8112 FAX 209-957-3618 WWW.FCBHOMES.COM



Now, nearly six years later, the City has the cumulative benefit of precise plans for the Westside and Southwest Gateway and a new General Plan. The City's Staff is also approaching the end of a two year comprehensive study of growth impacts via the IMFP which include the Westside and Southwest Gateway properties. Their work, along with the Council's ultimate approval, will result in an updated, tailored IMFP. The new IMFP will be a far better and more accurate way to mitigate impacts from both the Westside and Gateway projects in comparison to the mitigation sought by the Agreements.

2. The Development Agreements have a fifteen year term, were never implemented and cannot be completed before they expire.

The national, state and local housing markets were at historic levels when the Development Agreements were approved in 2006. The fifteen year term of the Agreements seemed reasonable at the time given the active market conditions. However, the market has since plummeted to historic lows. Furthermore, City Staff, consultants, and developers are not expecting new residential development to even begin for another two to three years. By that time, the Development Agreements will only have approximately seven years remaining before they expire. This is less than half the time that was deemed appropriate under the best of market conditions and will simply not be sufficient time to complete these projects. At a minimum, the Development Agreements need to be renegotiated to account for this fact alone. However, as noted, it would be more accurate and efficient to put the entire City under one (updated) IMFP. Having to renegotiate the Development Agreements, regularly monitor compliance, and account for all funds and programs separate from the IMFP would be time consuming and an unnecessary financial burden for everyone involved.

3. The Development Agreements required predetermined lump sum payments for certain fees that cannot be financed without a robust and consistent housing market.

Historically, the City's IMFP has been designed to be a "pay-as-you-go" system. This allowed the pace of development to mirror the acceleration or decline of the housing market. The proposed updated IMFP will likewise operate on a "pay-as-you-go" basis. This is a more sustainable way to manage growth, particularly in a community like Lodi - where the long term residential growth rate is relatively slow. Development in Westside and Southwest Gateway will likely occur in phases by multiple development interests. While this is consistent with how development in Lodi has occurred for many years, it makes the payment of large, lump sums on a predetermined schedule virtually impossible to finance.

Development Agreements with lump sum payments work best on large scale projects expected to be completed in a predictable fashion. They can even work effectively on small projects when the completion can be reasonably forecasted. However, in a community like Lodi, this structure will not work effectively on larger scale areas of development over longer (less economically predictable) periods of time.

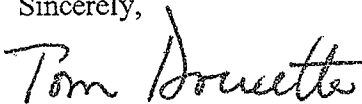
### Summary

While the issues outlined above are not exhaustive, they highlight several important factors which underscore the need to terminate the Westside and Southwest Gateway Development Agreements. Alternatively, these Development Agreements could be renegotiated, but that should be weighed against the inclusion of these projects in the updated IMFP program.

The Agreements were executed during an unprecedented "Housing Bubble" fueled by the "Irrational Exuberance" of a dysfunctional financial system. These dynamics no longer exist and will not return in our lifetime. The housing market, as well as the overall economy, is struggling to find its footing following one of the worst recessions in history. Fortunately, the City has moved on and set a course to plan for sustainable future growth base on realistic assumptions.

The Westside and Southwest Gateway projects will be a major component of the City's planned growth plans for the next ten to fifteen years. With this in mind, it is our belief that it will be more efficient, balanced and productive to utilize the updated IMFP for the Westside and Southwest Gateway projects once it is adopted by the City Council.

Sincerely,

A handwritten signature in black ink, reading "Tom Doucette". The signature is written in a cursive, flowing style.

Thomas P. Doucette  
President

ORDINANCE NO. \_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LODI  
RESCINDING DEVELOPMENT AGREEMENT PERTAINING TO THE  
DEVELOPMENT OF 257.76 ACRES LOCATED ON THE WEST SIDE OF  
LOWER SACRAMENTO ROAD BETWEEN HIGHWAY 12-KETTLEMAN LANE  
AND HARNEY LANE (SOUTHWEST GATEWAY) (DEVELOPMENT  
AGREEMENT GM-05-001  
=====

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LODI AS FOLLOWS:

SECTION 1. The Lodi City Council passed Ordinance No. 1788 approving a Development Agreement covering the following property:

Southwest Gateway: 257.76 acres located on the west side of Lower Sacramento Road between Highway 12-Kettleman Lane and Harney Lane, Assessors Parcel Numbers: 058-030-09, 058-030-03, 058-030-04, 058-030-05, 058-030-06, 058-040-01, 058-040-02, 058-040-04, 058-040-05, and 058-040-14; and

SECTION 2. Frontier Community Builders, the sole party to the above referenced Development Agreement requested that the agreement be rescinded by letter of May 16, 2012, a copy of which is attached hereto and incorporated by reference.

SECTION 3. The City Council hereby finds that termination of the Development Agreement is in the best interest of the City to ensure that any construction is subject to the new impact mitigation fee program, and to eliminate conditions in the Development Agreement that could present barriers to housing construction in the current economy.

SECTION 4. The City Council hereby finds that the termination of the Development Agreement is consistent with the General Plan land use designation and the zoning for the proposed Development.

SECTION 5. The City Council hereby adopts Ordinance No. \_\_\_\_ rescinding the Development Agreement by and between the City of Lodi and Frontier Community Builders.

SECTION 6. No Mandatory Duty of Care. This ordinance is not intended to and shall not be construed or given effect in a manner which imposes upon the City, or any officer or employee thereof, a mandatory duty of care towards persons or property within the City or outside of the City so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

SECTION 7. Severability. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this ordinance are severable. The

City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof.

SECTION 8. This ordinance shall be published one time in the "Lodi News-Sentinel," a daily newspaper of general circulation printed and published in the City of Lodi, and shall take effect 30 days from and after its passage and approval.

Approved this \_\_\_\_ of \_\_\_\_\_, 2012

\_\_\_\_\_  
JOANNE MOUNCE  
Mayor

Attest:

RANDI JOHL  
City Clerk

=====

State of California  
County of San Joaquin, ss.

I, Randi Johl, City Clerk of the City of Lodi, do hereby certify that Ordinance No. \_\_\_\_ was introduced at a regular meeting of the City Council of the City of Lodi held August 15, 2012, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held \_\_\_\_\_, 2012, by the following vote:

AYES: COUNCIL MEMBERS –

NOES; COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

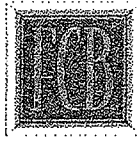
I further certify that Ordinance No. \_\_\_\_ was approved and signed by the Mayor on the date of its passage and the same has been published pursuant to law.

RANDI JOHL  
City Clerk

Approved as to Form:

D. STEPHEN SCHWABAUER  
City Attorney





## FCB HOMES

May 16, 2012

Mr. Rad Bartlem  
City Manager  
City of Lodi  
221 West Pine Street  
Lodi, CA 95240

Re: Westside and Southwest Gateway Development Agreements –  
Request for Termination

Dear Rad,

Last April, 2011, I sent you a letter formally requesting termination of the Westside and Southwest Gateway Development Agreements (see attached). The letter followed nearly ten months of regular meetings with City Staff and their consultants working on Lodi's Impact Mitigation Fee Program (IMFP) update. We were convinced then that the Westside and Southwest Gateway properties should be included in the IMFP and the Development Agreements terminated. Now, over a year later, the IMFP update is nearly complete, and the Westside and Southwest Gateway properties are an integral part of the updated IMFP. Clearly, then, it is time to move forward to cancel the old Westside and Southwest Gateway Development Agreements and establish an economic framework for residential development to proceed within the current City limits.

At your request, I will outline below the main reasons we feel the Development Agreements should be cancelled.

1. The Development Agreements did not address the actual impacts resulting from new residential development.

When the Westside and Southwest Gateway projects were moving through the entitlement process, the City's existing impact fee program - originally adopted in 1991 - had not been updated for 15 years. While the fees had been periodically increased over time, many of the underlying assumptions about program funding had changed and it was those old fee programs that provided the basis for the Agreements. Furthermore, other fees were included in the Agreements, some of which bore little or no relationship to growth impacts from the Westside and Gateway projects.



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209-957-8112 FAX 209-957-3618 WWW.FCBHOMES.COM



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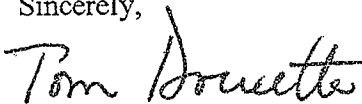
### Summary

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The Agreements were executed during an unprecedented "Housing Bubble" fueled by the "Irrational Exuberance" of a dysfunctional financial system. These dynamics no longer exist and will not return in our lifetime. The housing market, as well as the overall economy, is struggling to find its footing following one of the worst recessions in history. Fortunately, the City has moved on and set a course to plan for sustainable future growth base on realistic assumptions.

The Westside and Southwest Gateway projects will be a major component of the City's planned growth plans for the next ten to fifteen years. With this in mind, it is our belief that it will be more efficient, balanced and productive to utilize the updated IMFP for the Westside and Southwest Gateway projects once it is adopted by the City Council.

Sincerely,

A handwritten signature in black ink, reading "Tom Doucette". The signature is written in a cursive, flowing style.

Thomas P. Doucette  
President



## **DECLARATION OF POSTING**

### **CONTINUED PUBLIC HEARING TO CONSIDER TERMINATION OF SOUTHWEST GATEWAY AND WESTSIDE PROJECT DEVELOPMENT AGREEMENTS WITH FRONTIER COMMUNITY BUILDERS, INC.**

On Thursday, August 2, 2012, in the City of Lodi, San Joaquin County, California, a Continued Public Hearing Notice to consider termination of Southwest Gateway and Westside Project Development Agreements with Frontier Community Builders, Inc. (attached and marked as Exhibit A) was posted at the following locations:

Lodi Public Library  
Lodi City Clerk's Office  
Lodi City Hall Lobby  
Lodi Carnegie Forum

I declare under penalty of perjury that the foregoing is true and correct.

Executed on August 2, 2012, at Lodi, California.

ORDERED BY:

**RANDI JOHL  
CITY CLERK**

  
**JENNIFER M. ROBISON, CMC  
ASSISTANT CITY CLERK**

\_\_\_\_\_  
**MARIA BECERRA  
ADMINISTRATIVE CLERK**



## CITY OF LODI

Carnegie Forum  
305 West Pine Street, Lodi

### NOTICE OF CONTINUED PUBLIC HEARING

Date: August 15, 2012

Time: 7:00 p.m.

For information regarding this notice please contact:

**Randi Johl**

**City Clerk**

**Telephone: (209) 333-6702**

EXHIBIT A

### NOTICE OF CONTINUED PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on **Wednesday, August 15, 2012**, at the hour of 7:00 p.m., or as soon thereafter as the matter may be heard, the City Council will conduct a public hearing at the Carnegie Forum, 305 West Pine Street, Lodi, to consider the following item:

- a) **Termination of Southwest Gateway and Westside Project Development Agreements with Frontier Community Builders, Inc.**

Information regarding this item may be obtained in the City Manager's Office, 221 West Pine Street, Lodi, (209) 333-6700. All interested persons are invited to present their views and comments on this matter. Written statements may be filed with the City Clerk, City Hall, 221 West Pine Street, 2<sup>nd</sup> Floor, Lodi, 95240, at any time prior to the hearing scheduled herein, and oral statements may be made at said hearing.

If you challenge the subject matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice or in written correspondence delivered to the City Clerk, 221 West Pine Street, at or prior to the close of the public hearing.

By Order of the Lodi City Council:

Randi Johl  
City Clerk

**Dated: August 1, 2012**

Approved as to form:

D. Stephen Schwabauer  
City Attorney



***Please immediately confirm receipt  
of this fax by calling 333-6702***

CITY OF LODI  
P. O. BOX 3006  
LODI, CALIFORNIA 95241-1910

**ADVERTISING INSTRUCTIONS**

**SUBJECT:**

**PUBLIC HEARING TO CONSIDER TERMINATION OF SOUTHWEST  
GATEWAY AND WESTSIDE PROJECT DEVELOPMENT AGREEMENTS  
WITH FRONTIER COMMUNITY BUILDERS, INC.**

**PUBLISH DATE: SATURDAY, JUNE 30, 2012**

**LEGAL AD**

**TEAR SHEETS WANTED: Three (3) please**

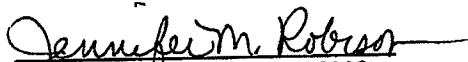
**SEND AFFIDAVIT AND BILL TO:  
LNS ACCT. #0510052**

RANDI JOHL, CITY CLERK  
City of Lodi  
P.O. Box 3006  
Lodi, CA 95241-1910

**DATED: TUESDAY, JUNE 26, 2012**

**ORDERED BY:**

RANDI JOHL  
CITY CLERK

  
JENNIFER M. ROBISON, CMC  
ASSISTANT CITY CLERK

MARIA BECERRA  
ADMINISTRATIVE CLERK

**Verify Appearance of this Legal in the Newspaper – Copy to File**

|     |   |                   |
|-----|---|-------------------|
| LNS | Faxed to the Sentinel at 369-1084 at _____ (time) on _____ (date) | (pages)           |
|     | Phoned to confirm receipt of all pages at _____ (time)            | JMP MB (initials) |



## **DECLARATION OF POSTING**

### **PUBLIC HEARING TO CONSIDER TERMINATION OF SOUTHWEST GATEWAY AND WESTSIDE PROJECT DEVELOPMENT AGREEMENTS WITH FRONTIER COMMUNITY BUILDERS, INC.**

On Tuesday, June 26, 2012, in the City of Lodi, San Joaquin County, California, a Public Hearing Notice to consider termination of Southwest Gateway and Westside Project Development Agreements with Frontier Community Builders, Inc. (attached and marked as Exhibit A) was posted at the following locations:


Lodi Public Library  
Lodi City Clerk's Office  
Lodi City Hall Lobby  
Lodi Carnegie Forum

I declare under penalty of perjury that the foregoing is true and correct.

Executed on June 26, 2012, at Lodi, California.

ORDERED BY:

**RANDI JOHL  
CITY CLERK**

  
**JENNIFER M. ROBISON, CMC  
ASSISTANT CITY CLERK**

\_\_\_\_\_  
**MARIA BECERRA  
ADMINISTRATIVE CLERK**



## **DECLARATION OF MAILING**

### **PUBLIC HEARING TO CONSIDER TERMINATION OF SOUTHWEST GATEWAY AND WESTSIDE PROJECT DEVELOPMENT AGREEMENTS WITH FRONTIER COMMUNITY BUILDERS, INC.**

On ~~June 28, 2012~~ <sup>July 12, 2012</sup> ~~in the City of Lodi, San Joaquin County, California,~~ I deposited in the United States mail envelopes with first-class postage prepaid thereon containing a Notice of Public Hearing to consider termination of Southwest Gateway and Westside Project Development Agreements with Frontier Community Builders, Inc., attached hereto marked Exhibit A. The mailing list for said matter is attached hereto marked Exhibit B.


There is a regular daily communication by mail between the City of Lodi, California, and the places to which said envelopes were addressed.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on ~~June 28, 2012~~ <sup>July 12, 2012</sup> at Lodi, California.

ORDERED BY:

**RANDI JOHL**  
CITY CLERK, CITY OF LODI

  
JENNIFER M. ROBISON, CMC  
ASSISTANT CITY CLERK

\_\_\_\_\_  
MARIA BECERRA  
ADMINISTRATIVE CLERK





**CITY OF LODI**  
Carnegie Forum  
305 West Pine Street, Lodi

**NOTICE OF PUBLIC HEARING**

Date: August 1, 2012

Time: 7:00 p.m.

For information regarding this notice please contact:

**Randi Johl**

**City Clerk**

**Telephone: (209) 333-6702**

**EXHIBIT A**

**NOTICE OF PUBLIC HEARING**

**NOTICE IS HEREBY GIVEN** that on **Wednesday, August 1, 2012**, at the hour of 7:00 p.m., or as soon thereafter as the matter may be heard, the City Council will conduct a public hearing at the Carnegie Forum, 305 West Pine Street, Lodi, to consider the following item:

- a) **Termination of Southwest Gateway and Westside Project Development Agreements with Frontier Community Builders, Inc.**

Information regarding this item may be obtained in the City Manager's Office, 221 West Pine Street, Lodi, (209) 333-6700. All interested persons are invited to present their views and comments on this matter. Written statements may be filed with the City Clerk, City Hall, 221 West Pine Street, 2<sup>nd</sup> Floor, Lodi, 95240, at any time prior to the hearing scheduled herein, and oral statements may be made at said hearing.

If you challenge the subject matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice or in written correspondence delivered to the City Clerk, 221 West Pine Street, at or prior to the close of the public hearing.

By Order of the Lodi City Council:

Randi Johl  
City Clerk

Dated: June 20, 2012

Approved as to form:

D. Stephen Schwabauer  
City Attorney

## PH Mailing List for Southwest Gateway Development Agreement Termination

| APN     | OWNER NAME                        | CARE OF                           | OWNER STREET                    | OWNER CITY  | OWNER STATE | OWNER ZIP5 | OWNER ZIP4 |
|---------|-----------------------------------|-----------------------------------|---------------------------------|-------------|-------------|------------|------------|
| 2703012 | MAXINE CHRISTESEN<br>FAMILY LP    | MAXINE<br>CHRISTESEN              | 179 E TAYLOR RD                 | LODI        | CA          | 95242      | 0          |
| 2705015 | DOLLINGER, DAVID L                |                                   | 101 E HWY 12                    | LODI        | CA          | 95240      | 0          |
| 2705016 | BROWN, BOB K & JUDITH E<br>TR     |                                   | 35 E HWY 12                     | LODI        | CA          | 95242      | 0          |
| 2705018 | DOLLINGER, LEROY L &<br>GLADYS D  |                                   | 101 E HWY 12                    | LODI        | CA          | 95242      | 0          |
| 2705019 | HEDRICK, LAMAR A &<br>JOANN A TR  |                                   | 209 E HWY 12                    | LODI        | CA          | 95242      | 0          |
| 2705020 | HEDRICK, LAMAR A &<br>JOANN A TR  |                                   | 209 E HWY 12                    | LODI        | CA          | 95242      | 0          |
| 2705021 | GEWEKE FAMILY LTD PTP             |                                   | 1139 E KETTLEMAN LN             | LODI        | CA          | 95240      | 6427       |
| 2742001 | GEWEKE VIII LP                    |                                   | SUITE 200                       | LODI        | CA          | 95241      | 0          |
| 5802005 | VAN RUITEN RANCH LP               |                                   | PO BOX 1420                     | LODI        | CA          | 95258      | 0          |
| 5802013 | VAN RUITEN RANCH LP               |                                   | PO BOX 520                      | WOODBRIDGE  | CA          | 95258      | 0          |
| 5802018 | EHLERS, VIOLET TR ETAL            |                                   | PO BOX 520                      | WOODBRIDGE  | CA          | 95258      | 0          |
|         |                                   |                                   | 530 S MILLS AVE                 | LODI        | CA          | 95242      | 3428       |
| 5803004 | LODI LSR PROPERTIES LLC           |                                   | 10100 TRINITY PKWY STE<br>420   | STOCKTON    | CA          | 95219      | 7241       |
| 5803006 | HOWARD INVESTMENTS<br>LLC ETAL    | MATTEUCCI                         | 2522 GRAND CANAL BLVD<br>STE 15 | STOCKTON    | CA          | 95207      | 8213       |
| 5803009 | REICHMUTH, ANDREW T<br>ETAL       | VICTORIA L BOCK<br>TR             | 424 DAISY AVE                   | LODI        | CA          | 95240      | 1010       |
| 5803010 | LODI CITY OF                      | CITY CLERK                        | PO BOX 3006                     | LODI        | CA          | 95241      | 1910       |
| 5803011 | BDC LODI III LP                   | BROWMAN<br>DEVELOPMENT<br>COMPANY | 100 SWAN WAY SUITE 206          | OAKLAND     | CA          | 94621      | 1459       |
| 5803012 | WAL MART REAL EST<br>BUSINESS TRU | RE PROPERTY TAX<br>DEPT           | MAIL STOP 0555                  | BENTONVILLE | AR          | 72716      | 555        |
| 5803013 | BDC LODI III LP                   | BROWMAN<br>DEVELOPMENT CO         | 100 SWAN WAY STE 206            | OAKLAND     | CA          | 94621      | 0          |
| 5803014 | VAN RUITEN RANCH LP               |                                   | 463 W TURNER RD                 | LODI        | CA          | 95242      | 9642       |
| 5803015 | VAN RUITEN RANCH LP               |                                   | PO BOX 520                      | WOODBRIDGE  | CA          | 95258      | 0          |

PH Mailing List for Southwest Gateway Development Agreement Termination

|         |                                   |                               |            |    |       |      |
|---------|-----------------------------------|-------------------------------|------------|----|-------|------|
| 5803016 | LODI LSR PROPERTIES LLC           | 10100 TRINITY PKWY STE<br>420 | STOCKTON   | CA | 95219 | 7241 |
| 5803017 | VAN RUITEN RANCH LP               | PO BOX 520                    | WOODBIDGE  | CA | 95258 | 0    |
| 5803018 | VAN RUITEN RANCH LP               | PO BOX 520                    | WOODBIDGE  | CA | 95258 | 0    |
| 5804001 | SCHUMACHER, WELDON &<br>BONNIE TR | 1303 RIVERGATE DR             | LODI       | CA | 95240 | 549  |
| 5804002 | SCHUMACHER, WELDON &<br>BONNIE TR | 1303 RIVERGATE DR             | LODI       | CA | 95240 | 549  |
| 5804004 | SCHUMACHER, WELDON &<br>BONNIE TR | 1303 RIVERGATE DR             | LODI       | CA | 95240 | 549  |
| 5804005 | SCHUMACHER, WELDON &<br>BONNIE TR | 1303 RIVERGATE DR             | LODI       | CA | 95240 | 549  |
| 5804006 | RIEGER, EARL & NAOMI              | 395 E HARNEY LN               | LODI       | CA | 95242 | 0    |
| 5804007 | WELLS, LARRY D & D R              | 427 E HARNEY LN               | LODI       | CA | 95240 | 6832 |
| 5804008 | DIETRICH, NORENE                  | 463 E HARNEY LN               | LODI       | CA | 95240 | 0    |
| 5804009 | MASTEL, PHYLLIS TR                | 499 E HARNEY LN               | LODI       | CA | 95240 | 0    |
| 5804010 | ALVAREZ, JOE L ETAL               | 533 E HARNEY LN               | LODI       | CA | 95242 | 0    |
| 5804011 | PINNELL, ROBERT S &<br>LETHA J    | PO BOX 155                    | VICTOR     | CA | 95253 | 155  |
| 5804012 | HALL, FRANK                       | 2613 W HARNEY LN              | LODI       | CA | 95242 | 9570 |
| 5804013 | W L INVESTORS LP                  | 10100 TRINITY PKWY STE<br>420 | STOCKTON   | CA | 95219 | 7241 |
| 5804014 | TAMURA, JOEY TR                   | 788 W ARMSTRONG RD            | LODI       | CA | 95242 | 9544 |
| 5804015 | VAN RUITEN, ROBERT TR             | PO BOX 548                    | WOODBIDGE  | CA | 95258 | 0    |
| 5805001 | BRADEN, RONALD B & A              | 36 E HARNEY LN                | LODI       | CA | 95240 | 0    |
| 5805002 | BECERRA, VALENTIN &<br>ELVIRA     | 102 E HARNEY LN               | LODI       | CA | 95242 | 0    |
| 5805003 | BADYAL, JASBIR ETAL               | 184 E HARNEY LN               | LODI       | CA | 95242 | 9503 |
| 5807007 | HAYN, BRIAN S                     | 810 E HARNEY LN               | LODI       | CA | 95242 | 9534 |
| 5807008 | BELL, LYNDLE A TR                 | 814 E HARNEY LN               | LODI       | CA | 95242 | 0    |
| 5807010 | PANOS, PETE N & PENNY TR          | 13420 SHATTUCK TRACT<br>RD    | LODI       | CA | 95242 | 0    |
| 5808022 | FUNAMURA, GARY M TR               | PO BOX 255824                 | SACRAMENTO | CA | 95865 | 5824 |
| 5808020 | ARMSTRONG, THOMAS &<br>RACHEL     | 582 SPRINGER LN               | LODI       | CA | 95240 | 0    |
| 5808017 | CHAMPLIN, THERESA A               | 13401 N EXTENSION RD          | LODI       | CA | 95242 | 9249 |
| 5808018 | COOK, MARK T                      | 590 SPRINGER LN               | LODI       | CA | 95240 | 0    |

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|---------|--------------------------------|--|-----------------------------|--------------|----|-------|------|
| 5808016 | HAKALA, HARRY & MICHELLE L TR  |  | 13421 EXTENSION CT          | LODI         | CA | 95242 | 0    |
| 5808005 | HAGELIE, BERDEAN TR            |  | 501 SPRINGER LN             | LODI         | CA | 95242 | 9224 |
| 5808007 | HUCKINS, RAY S                 |  | 527 SPRINGER LN             | LODI         | CA | 95242 | 9224 |
| 5808014 | RODRIGUEZ, SERGIO & MARIA A    |  | 13447 N LOWER SAC RD        | LODI         | CA | 95242 | 0    |
| 5808015 | BYRUM, PHYLLIS S LF EST        |  | 598 SPRINGER LN             | LODI         | CA | 95242 | 9224 |
| 5808008 | KIRSCHENMAN, JOHN & RHONDA     |  | 13145 N LOWER SACRAMENTO RD | LODI         | CA | 95242 | 9284 |
| 5808010 | DYAS, JASON L                  |  | 569 SPRINGER LN             | LODI         | CA | 95242 | 0    |
| 5807005 | WILLIAMS, BARBARA L TR         |  | 692 E HARNEY LN             | LODI         | CA | 95242 | 9588 |
| 5807004 | HERNANDEZ, STEVEN & MICHELLE L |  | 668 E HARNEY LN             | LODI         | CA | 95240 | 0    |
| 5807003 | GEIST, CLIFFORD & M D          |  | 650 W HARNEY LANE           | LODI         | CA | 95240 | 0    |
| 5808013 | SANCHEZ, LUIS & ANGELA         |  | 634 E HARNEY LN             | LODI         | CA | 95242 | 9588 |
| 5808012 | CHRISTOPHERSON, EDWARD & CASSA |  | 29 N ALLEN DR               | LODI         | CA | 95242 | 2808 |
| 5808011 | DAIS, KATHLEEN C TR            |  | 270 E THIRD AVE             | CHICO        | CA | 95926 | 0    |
| 5808009 | GATES, DAVID L & BETTY L TR    |  | 540 E HARNEY LN             | LODI         | CA | 95242 | 0    |
| 5808006 | QUEZADA, JAVIER & MARIA TERESA |  | 502 E HARNEY LN             | LODI         | CA | 95242 | 0    |
| 5808004 | GRELLE, JERRY B & CATHRYN B    |  | 490 E HARNEY LN             | LODI         | CA | 95242 | 0    |
| 5807001 | RICE, LESLEY M                 |  | 13480 N EXTENSION RD        | LODI         | CA | 95242 | 9249 |
| 5805005 | LODI UNIFIED, SCHOOL DIST      |  |                             |              |    | 0     | 0    |
| 5805004 | URIZ, FAUSTINO & MARIA C TR    |  | 202 E HARNEY LN             | LODI         | CA | 95240 | 0    |
| 5814006 | HERRMANN, CHARLENE K TR ETAL   |  | 330 S FAIRMONT AVE #3       | LODI         | CA | 95240 | 3843 |
| 5814007 | DEL RIO, SANTIAGO M & RAMONA T |  | 15315 N HOERL RD            | LODI         | CA | 95240 | 9493 |
| 5814012 | PETERSON, M BILL               |  | PO BOX 473                  | LOCKEFORD    | CA | 95237 | 0    |
| 5814014 | PETERSON, RUTH SUSAN TR        |  | PO BOX 331                  | SUTTER CREEK | CA | 95685 | 0    |
| 5814051 | LODI CITY OF                   |  | PO BOX 3006                 | LODI         | CA | 95241 | 0    |

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|         |                                |  |                      |           |    |       |      |
|---------|--------------------------------|--|----------------------|-----------|----|-------|------|
| 5814052 | PETERSON, M BILL               |  | PO BOX 473           | LOCKEFORD | CA | 95237 | 0    |
| 5822001 | MARTIN, JOHN L & MARILYN A TR  |  | 791 KRISTEN CT       | LODI      | CA | 95242 | 9554 |
| 5822002 | VAUGHN, FREDDIE L & KRISTINA   |  | 805 KRISTEN CT       | LODI      | CA | 95242 | 0    |
| 5822003 | ROSEN, MARTY & KIMI            |  | 833 KRISTEN CT       | LODI      | CA | 95242 | 9554 |
| 5822011 | LANGWORTHY, ELMER D & S M      |  | 13710 HARTLEY LN     | LODI      | CA | 95240 | 0    |
| 5822012 | LEAR, WOODBURN L & CLAIRE L TR |  | 13696 HARTLEY LN     | LODI      | CA | 95242 | 9552 |
| 5822019 | SHAHZAD, KHURRAM               |  | 830 TEHAMA DR        | LODI      | CA | 95242 | 9553 |
| 5822020 | WISENOR, GERALD L & LAUREL M T |  | 808 TEHAMA DR        | LODI      | CA | 95242 | 9553 |
| 5822021 | SAN JOAQUIN, COUNTY OF         |  |                      |           |    | 0     | 0    |
| 5822022 | LUU, NHI & MINH H              |  | 13625 HARTLEY LN     | LODI      | CA | 95242 | 0    |
| 5822023 | CAGLE, FRED R & BARBARA J      |  | 2289 DEER OAK WAY    | DANVILLE  | CA | 94506 | 0    |
| 5822024 | SAN JOAQUIN, COUNTY OF         |  |                      |           |    | 0     | 0    |
| 5823004 | KUBOTA, TSUGIO TR ETAL         |  | 1500 VISTA DR        | LODI      | CA | 95242 | 0    |
| 5823010 | SCHUMACHER, WELDON D & BONNIE  |  | 1303 RIVERGATE DR    | LODI      | CA | 95240 | 549  |
| 5823023 | LODI, CITY OF                  |  | CITY HALL            | LODI      | CA | 95240 | 0    |
| 5823024 | LODI CITY OF                   |  | PO BOX 3006          | LODI      | CA | 95241 | 1910 |
| 5806010 | SIDHU, NACHHATAR S & RUSE V    |  | 5360 GLADSTONE DR    | STOCKTON  | CA | 95219 | 7129 |
| 5864001 | TOKAY DEVELOPMENT INC          |  | PO BOX 1259          | WOODBIDGE | CA | 95258 | 0    |
| 5864002 | IM, CHONG A TR                 |  | 2431 VINTAGE OAKS CT | LODI      | CA | 95242 | 9347 |
| 5864012 | VALLEJO, ROSEMARY O            |  | 2428 VINTAGE OAKS CT | LODI      | CA | 95242 | 9347 |
| 5864013 | THIARA, SUKHVINDER TR          |  | PO BOX 599           | LODI      | CA | 95241 | 0    |
| 5864014 | KIRST, J JEFFREY & CAROL A     |  | PO BOX 1259          | WOODBIDGE | CA | 95258 | 0    |
| 5864015 | KIRST, CRYSTAL ANN TR          |  | 2448 VINTAGE OAKS CT | LODI      | CA | 95242 | 9347 |
| 5864016 | GERLACK, JOHN D & BARBARA A TR |  | 2449 VINTAGE OAKS CT | LODI      | CA | 95242 | 9347 |

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|         |                         |  |                      |      |    |       |      |
|---------|-------------------------|--|----------------------|------|----|-------|------|
| 5864017 | GERLACK, JOHN D & B TRS |  | 2449 VINTAGE OAKS CT | LODI | CA | 95242 | 9347 |
|---------|-------------------------|--|----------------------|------|----|-------|------|

PH Mailing List for Westside Development Agreement Termination

| APN     | OWNER NAME             | CARE OF           | OWNER STREET        | OWNER CITY  | OWNER STATE | OWNER ZIP5 | OWNER ZIP4 |
|---------|------------------------|-------------------|---------------------|-------------|-------------|------------|------------|
| 2703008 | TRAVERSO, JEFFREY      | MICHAEL L MANNA   | PO BOX 247          | ACAMPO      | CA          | 95220      | 5321       |
| 2703022 | VIRGIL ETAL            | RANCH INC         | 14704 N BECKMAN RD  | LODI        | CA          | 95240      | 0          |
| 2705001 | FUKUNAGA, R MICHAEL    | MAXINE            | 179 E TAYLOR RD     | LODI        | CA          | 95242      | 0          |
| 2705002 | MAXINE CHRISTESEN      | CHRISTESEN        | 179 E TAYLOR RD     | LODI        | CA          | 95242      | 0          |
| 2705002 | FAMILY LP              | MAXINE            | 179 E TAYLOR RD     | LODI        | CA          | 95242      | 0          |
| 2705022 | MINER JOAQUIN BUILDING | CHRISTESEN        | 301 E MINER AVE     | STOCKTON    | CA          | 95202      | 2501       |
| 2724001 | CORP                   |                   | 6929 BISMARCK DR    | N HIGHLANDS | CA          | 95660      | 0          |
| 2724001 | TEMPLE, BONNIE J TR    |                   | 309 LELAND CT       | LODI        | CA          | 95242      | 0          |
| 2724002 | HALE, RAYMOND L        |                   | 317 LELAND CT       | LODI        | CA          | 95242      | 0          |
| 2724009 | LIEBIG, GIDEON J TR    |                   |                     |             |             |            |            |
| 2740001 | TRAVERSO, JEFFREY      | MICHAEL L MANNA   | PO BOX 247          | ACAMPO      | CA          | 95220      | 5321       |
| 2740002 | VIRGIL ETAL            | RANCH INC         | 621 EVERGREEN DR    | LODI        | CA          | 95242      | 4683       |
| 2740002 | DHKS DEV CO            |                   | 7700 COLLEGE TOWN   | SACRAMENTO  | CA          | 95826      | 0          |
| 2740004 | KRISTMONT WEST         |                   | DR #111             |             |             |            |            |
| 2740005 | WESTGATE SHOPPING      | AKT DEVELOPMENT   | 7700 COLLEGE TOWN   | SACRAMENTO  | CA          | 95826      | 0          |
| 2740005 | CENTER LLC             | INC               | DR #101             |             |             |            |            |
| 2740006 | KRISTMONT WEST         |                   | 7700 COLLEGE TOWN   | SACRAMENTO  | CA          | 95826      | 0          |
| 2740006 |                        |                   | DR #111             |             |             |            |            |
| 2740009 | KRISTMONT WEST         |                   | 7700 COLLEGE TOWN   | SACRAMENTO  | CA          | 95826      | 0          |
| 2740011 | KRISTMONT, WEST        |                   | DR #111             |             |             |            |            |
| 2740011 | TEMPLE BAPTIST CHURCH  |                   | 7700 COLLEGE TOWN   | SACRAMENTO  | CA          | 95826      | 0          |
| 2740012 | OF LODI                |                   | DR #111             |             |             |            |            |
| 2740012 | KRISTMONT, WEST        |                   | 7700 COLLEGE TOWN   | SACRAMENTO  | CA          | 95826      | 0          |
| 2740015 | LODI WESTSIDE          |                   | DR #111             |             |             |            |            |
| 2740015 | PROPERTIES LLC         |                   | 7700 COLLEGE TOWN   | SACRAMENTO  | CA          | 95826      | 0          |
| 2740016 | LODI UNIFIED SCHOOL    |                   | DR #111             |             |             |            |            |
| 2740016 | DISTRICT               |                   | 801 S LOWER SAC RD  | LODI        | CA          | 95242      | 0          |
| 2740016 | PERROTT, PATRICK       | FACILITY PLANNING | 10100 TRINITY PKWY  | STOCKTON    | CA          | 95219      | 7241       |
| 2740016 | ANDREW ETAL            | DEPT              | STE 420             |             |             |            |            |
| 2902020 |                        |                   | 1350 E VINE ST      | LODI        | CA          | 95240      | 3148       |
| 2902020 |                        |                   | 17560 HIGHLAND BLVD | SONOMA      | CA          | 95476      | 0          |

PH Mailing List for Westside Development Agreement Termination

|         |                                   |            |                     |        |    |       |      |
|---------|-----------------------------------|------------|---------------------|--------|----|-------|------|
| 2902021 | PERROTT, PATRICK<br>ANDREW ETAL   |            | 17560 HIGHLAND BLVD | SONOMA | CA | 95476 | 0    |
| 2902022 | JUNGEBLUT, ROSEMARY<br>TR ETAL    |            | 859 TILDEN DR       | LODI   | CA | 95242 | 0    |
| 2938005 | PERLEGOS, GEORGIA<br>ETAL         |            | PO BOX 1823         | LODI   | CA | 95241 | 0    |
| 2943035 | HEINSELMAN, BRENT &<br>JENNIFER   |            | 29 PARADISE DR      | LODI   | CA | 95242 | 8328 |
| 2943034 | DESCHAMP, DAVID                   |            | 2920 APPLEWOOD DR   | LODI   | CA | 95242 | 8318 |
| 2943033 | HANSEN, LAWRENCE<br>DONALD & LIND |            | 2928 APPLEWOOD DR   | LODI   | CA | 95242 | 0    |
| 2943032 | HERYFORD, WILLIAM P &<br>TINA C W |            | 2936 APPLEWOOD DR   | LODI   | CA | 95242 | 8318 |
| 2943031 | KORT, DALLAS & JONI<br>ELLEN TR   |            | 2944 APPLEWOOD DR   | LODI   | CA | 95242 | 8318 |
| 2943030 | BATCH, ROBERT II &<br>AMBER       |            | 2952 APPLEWOOD DR   | LODI   | CA | 95242 | 8318 |
| 2943029 | GIANNONI, KERRY M                 |            | 2960 APPLEWOOD DR   | LODI   | CA | 95242 | 0    |
| 2943028 | SPALETTA, JASON &<br>JENNIFER     |            | 45 APPLEWOOD DR     | LODI   | CA | 95242 | 0    |
| 2943011 | BRAND, RICKY L & LEILA M<br>TR    |            | 2931 APPLEWOOD DR   | LODI   | CA | 95242 | 8318 |
| 2943012 | TURNER, RICHARD &<br>MARGARITA    |            | 2943 APPLEWOOD DR   | LODI   | CA | 95242 | 8318 |
| 2943027 | MILLER, RICKY D & JULIE A         |            | 55 APPLEWOOD DR     | LODI   | CA | 95242 | 8319 |
| 2943013 | GARIBALDI, RONALD<br>ANDREW & SHA |            | 52 APPLEWOOD DR     | LODI   | CA | 95242 | 8319 |
| 2943026 | SHERMAN, PATRICK H &<br>JANET R T |            | 63 APPLEWOOD DR     | LODI   | CA | 95242 | 8319 |
| 2952043 | LODI CITY OF                      | CITY CLERK | PO BOX 3006         | LODI   | CA | 95241 | 1910 |
| 2952029 | MYERS, JERRY L                    |            | 142 BOXWOOD CT      | LODI   | CA | 95242 | 0    |
| 2952030 | NICHOLS, DENNIS L                 |            | 136 BOXWOOD CT      | LODI   | CA | 95242 | 0    |
| 2952028 | BURKS, PHILLIP C &<br>LINDSEY E   |            | 139 BOXWOOD CT      | LODI   | CA | 95242 | 8343 |
| 2952031 | ODOM, DENISE A                    |            | 130 BOXWOOD CT      | LODI   | CA | 95242 | 0    |
| 2952027 | MATTHEWS, DALE K                  |            | 127 BOXWOOD CT      | LODI   | CA | 95242 | 0    |



PH Mailing List for Westside Development Agreement Termination

|         |                                |                         |          |    |       |      |
|---------|--------------------------------|-------------------------|----------|----|-------|------|
| 2952020 | O DONNELL, ZACHARY R & KELLY J | 130 FIELDSTONE CT       | LODI     | CA | 95242 | 0    |
| 2952032 | WILSON, TERRIE ETAL            | 124 BOXWOOD CT          | LODI     | CA | 95242 | 8343 |
| 2952026 | WENTZ, RYAN J                  | 121 BOXWOOD CT          | LODI     | CA | 95242 | 8343 |
| 2952021 | SOUTHERN, MARK L & VICKIE L TR | 120 FIELDSTONE CT       | LODI     | CA | 95242 | 8342 |
| 2952025 | HALEY, TRUDY L                 | 115 BOXWOOD CT          | LODI     | CA | 95242 | 8343 |
| 2952022 | HAPPEL, DEAN A ETAL            | 114 FIELDSTONE CT       | LODI     | CA | 95242 | 0    |
| 2952019 | AMERICAN LENDER SERVICING LLC  | 3240 N AD ART RD STE A4 | STOCKTON | CA | 95215 | 2257 |
| 2952024 | MCGOWAN, DENNIS J              | 107 BOXWOOD CT          | LODI     | CA | 95242 | 0    |
| 2952023 | LARRABEE, GARY M & KELLY L     | 108 FIELDSTONE CT       | LODI     | CA | 95242 | 0    |
| 2952018 | WEBB, BRADLEY B & BRONWYN A    | 109 FIELDSTONE CT       | LODI     | CA | 95242 | 8342 |
| 2952017 | MAGEE, JERRY K & AZIZA A       | 2640 CREEKSIDE DR       | LODI     | CA | 95242 | 8341 |
| 2952010 | OSENGA, DENNIS J & PATRICIA J  | 2615 CREEKSIDE DR       | LODI     | CA | 95242 | 0    |
| 2952011 | LINCZ, FRANK                   | 2621 CREEKSIDE DR       | LODI     | CA | 95242 | 8341 |
| 2952012 | WILSON, ROBERT G & NANCY A TR  | 2627 CREEKSIDE DR       | LODI     | CA | 95242 | 8341 |
| 2952013 | CHANG, CHE MING TR             | 2633 CREEKSIDE DR       | LODI     | CA | 95242 | 8341 |
| 2952014 | LIEBELT, BRIAN D & MARLIES N   | 2639 CREEKSIDE DR       | LODI     | CA | 95242 | 0    |
| 2952015 | SINGH, MOHINDER P & RAJDEEP    | 2643 CREEKSIDE DR       | LODI     | CA | 95242 | 8341 |
| 2952016 | PERLEGOS, JEFF ETAL            | PO BOX 1823             | LODI     | CA | 95241 | 0    |
| 2952004 | BYRD, RICHARD & TRACI          | 2618 PARADISE DR        | LODI     | CA | 95242 | 8327 |
| 2952003 | ROMERO, ANTHONY J & MELISSA M  | 2622 PARADISE DR        | LODI     | CA | 95242 | 0    |
| 2952002 | HARRISON, PATRICIA A           | 2628 PARADISE DR        | LODI     | CA | 95242 | 8327 |
| 2952001 | PERLEGOS, GEORGIA              | PO BOX 1823             | LODI     | CA | 95241 | 0    |
| 2950019 | PERGERSON, MATTHEW T & GINA E  | 2640 PARADISE DR        | LODI     | CA | 95242 | 0    |
| 2950018 | WOODS, STEVEN P & DENISE L     | 2646 PARADISE DR        | LODI     | CA | 95242 | 8327 |

PH Mailing List for Westside Development Agreement Termination

|         |                                   |  |                   |      |    |       |      |
|---------|-----------------------------------|--|-------------------|------|----|-------|------|
| 2950017 | HURST, SHARON D TR                |  | 2652 PARADISE DR  | LODI | CA | 95242 | 0    |
| 2950007 | MILLER, JAMES D JR &<br>LARELLE L |  | 2658 PARADISE DR  | LODI | CA | 95242 | 0    |
| 2950006 | MARTINEZ, ERASMO JR &<br>ELAINA L |  | 2664 PARADISE DR  | LODI | CA | 95242 | 8327 |
| 2950005 | LUNDQUIST, JOAN TR                |  | 2670 PARADISE DR  | LODI | CA | 95242 | 8327 |
| 2950009 | DHALIWAL, JASBIR &<br>HARBINDER T |  | 2647 PARADISE DR  | LODI | CA | 95242 | 8327 |
| 2950004 | NORTON, RONALD G &<br>NAOMI JOYCE |  | 2676 PARADISE DR  | LODI | CA | 95242 | 0    |
| 2950010 | BRUNO, JEFFERY P &<br>KATHLEEN M  |  | 2655 PARADISE DR  | LODI | CA | 95242 | 0    |
| 2950003 | WATSON, STEVEN D & IVA<br>M       |  | 2682 PARADISE DR  | LODI | CA | 95242 | 0    |
| 2950011 | BALL, DOUGLAS                     |  | 2661 PARADISE DR  | LODI | CA | 95242 | 0    |
| 2950002 | UYEMURA, DELMER T &<br>JULIE K    |  | 2688 PARADISE DR  | LODI | CA | 95242 | 8327 |
| 2950012 | TWITTY, MIKE W & JILL M           |  | 2667 PARADISE DR  | LODI | CA | 95242 | 0    |
| 2950001 | ROJAS, RICHARD M &<br>GAYLE A TR  |  | 2695 PARADISE DR  | LODI | CA | 95242 | 8327 |
| 2950013 | MAYERS, FREDERICK R TR<br>ETAL    |  | 2673 PARADISE DR  | LODI | CA | 95242 | 0    |
| 2949022 | CURL, JASON & JENNIFER<br>K       |  | 2704 PARADISE DR  | LODI | CA | 95242 | 8306 |
| 2950014 | DAVIS, ROGER E &<br>PATRICIA A TR |  | 2679 PARADISE DR  | LODI | CA | 95242 | 8327 |
| 2949021 | CRANFORD, STEVE P &<br>LISA C     |  | 2712 PARADISE DR  | LODI | CA | 95242 | 8306 |
| 2950015 | LEWIS, MARTHA E                   |  | 935 INTERLAKEN DR | LODI | CA | 95242 | 0    |
| 2949020 | HEBERLE, FREDERICK J &<br>JUDY D  |  | 2720 PARADISE DR  | LODI | CA | 95242 | 8306 |
| 2950016 | SHANKLES, WILLIAM D &<br>JANICE J |  | 2691 PARADISE DR  | LODI | CA | 95242 | 0    |
| 2949019 | DEMPSEY, LLOYD B &<br>MARCIA M TR |  | 2728 PARADISE DR  | LODI | CA | 95242 | 8306 |
| 2949023 | MCMLLEN, LARRY K &<br>JEANNE L    |  | 2715 PARADISE DR  | LODI | CA | 95242 | 8306 |

PH Mailing List for Westside Development Agreement Termination

|         |                                |                      |      |    |       |      |
|---------|--------------------------------|----------------------|------|----|-------|------|
| 2949018 | CHRISTENSEN, ANDERS & JOAN     | 2804 PARADISE DR     | LODI | CA | 95242 | 0    |
| 2949017 | MACBETH, KATHY L               | 2812 PARADISE DR     | LODI | CA | 95242 | 0    |
| 2949024 | MAGDANZ, KENNETH G SR & NAOMI  | 4 EVERGREEN DR       | LODI | CA | 95242 | 8307 |
| 2949016 | KESSLER, JOAN M TR             | 2820 PARADISE DR     | LODI | CA | 95242 | 8330 |
| 2949015 | BUTORAC, JOHN P TR             | 2828 PARADISE DR     | LODI | CA | 95242 | 0    |
| 2949004 | ARCHULETA, JORDAN A            | 2811 PARADISE DR     | LODI | CA | 95242 | 0    |
| 2949014 | STURMAN, JOSHUA J & LAUREN M   | 2836 PARADISE DR     | LODI | CA | 95242 | 8330 |
| 2949013 | HALL, LYNN E TR ETAL           | 2844 PARADISE DR     | LODI | CA | 95242 | 8330 |
| 2949012 | HERRICK, BRADLEY C & BEVERLY F | 2852 PARADISE DR     | LODI | CA | 95242 | 0    |
| 2949011 | PEARSON, SUSAN P TR            | 2860 PARADISE DR     | LODI | CA | 95242 | 8330 |
| 2949005 | SHEPARD, ROBERT L JR & ANGELA  | 2819 PARADISE DR     | LODI | CA | 95242 | 8330 |
| 2949006 | JACKSON, KENNETH L & MARY L TR | 8235 BELLA VINA      | LODI | CA | 95240 | 9534 |
| 2949007 | REITZ, MICHAEL DONALD & DIANA  | 2833 PARADISE DR     | LODI | CA | 95242 | 8330 |
| 2949010 | GATSCHET, TIMOTHY W & DONNA LE | 2868 PARADISE DR     | LODI | CA | 95242 | 8330 |
| 2949008 | CRIVELLI, STEVEN & JULIE A     | 2841 PARADISE DR     | LODI | CA | 95242 | 0    |
| 2949009 | BATCH, ROBERT II TR            | 2952 APPLEWOOD DR    | LODI | CA | 95242 | 8318 |
| 2932001 | DOLLINGER, VIOLA TR            | 2537 CENTRAL PARK DR | LODI | CA | 95242 | 3211 |
| 2932002 | GRIFFANTI, NANCY L TR          | 2541 CENTRAL PARK DR | LODI | CA | 95242 | 3211 |
| 2932003 | WESTERBACK, EDWIN & DENISE TR  | 2545 CENTRAL PARK DR | LODI | CA | 95242 | 3211 |
| 2932004 | MCFARLAND, JAMES R & ELNA      | 2549 CENTRAL PARK DR | LODI | CA | 95242 | 3211 |
| 2932005 | UPDEGRAFT, BARBARA D TR ETAL   | 2553 CENTRAL PARK DR | LODI | CA | 95242 | 0    |
| 2932006 | WRIGHT, JOAN F                 | 2557 CENTRAL PARK DR | LODI | CA | 95242 | 3211 |

PH Mailing List for Westside Development Agreement Termination

|         |  |                                   |                          |            |    |       |      |
|---------|--|-----------------------------------|--------------------------|------------|----|-------|------|
| 2932007 | BARTHOLOMEW, ESTHER L<br>TR ETAL                         |                                   | 2561 CENTRAL PARK DR     | LODI       | CA | 95242 | 3211 |
| 2932008 | ROSEBERRY, CAROL R TR                                    |                                   | 2565 CENTRAL PARK DR     | LODI       | CA | 95242 | 0    |
| 2932009 | MCMAHON, MARY ELLEN<br>TR                                |                                   | 2569 CENTRAL PARK DR     | LODI       | CA | 95242 | 0    |
| 2932010 | CAVEY, NOLAN B &<br>SANDRA J TR                          |                                   | 8079 CARIBBEAN WAY       | SACRAMENTO | CA | 95826 | 0    |
| 2932011 | BONNER, CHERYL   |                                   | 2577 CENTRAL PARK DR     | LODI       | CA | 95242 | 3211 |
| 2932012 | BENTZ, BEVERLY TR ETAL                                   |                                   | 2581 CENTRAL PARK DR     | LODI       | CA | 95242 | 0    |
| 2932013 | MORIWAKI, SUGA ANN                                       |                                   | 2585 CENTRAL PARK DR     | LODI       | CA | 95242 | 0    |
| 2932014 | GARIBALDI, WILMA J TR                                    |                                   | 2589 CENTRAL PARK DR     | LODI       | CA | 95242 | 0    |
| 2932015 | FIELD, MARILYN E TR                                      |                                   | 624 PALM AVE             | LODI       | CA | 95240 | 920  |
| 2932016 | MCINTOSH, MARGARET R<br>TR                               |                                   | 2339 HYDE PARK CIR       | LODI       | CA | 95242 | 3249 |
| 2932017 | PARKIN, PATRICIA LEA                                     |                                   | 2343 HYDE PARK CIR       | LODI       | CA | 95240 | 0    |
| 2932018 | COONEY, LOLA M TR  |                                   | 2347 W HYDE PARK CIR     | LODI       | CA | 95242 | 0    |
| 2932019 | WHITE, WARNER & DONNA<br>GRANT, JAMES R III &<br>KATHRYN |                                   | 5185 CONGRESSIONAL<br>ST | CHOWCHILLA | CA | 93610 | 8402 |
| 2932020 | PARK, CHUNIL & SOONJA                                    |                                   | 2355 HYDE PARK CIR       | LODI       | CA | 95242 | 3249 |
| 2932021 | LEONARD, BARBARA JEAN<br>TR                              |                                   | 1316 BONITA AVE #6       | BERKELEY   | CA | 94709 | 1965 |
| 2932022 | MACOMBER, ROY C &<br>ADELAIDE TR                         |                                   | 2363 HYDE PARK CIR       | LODI       | CA | 95242 | 3249 |
| 2932023 | BANK OF STOCKTON<br>TRUST DEPT TR                        | ATTN LU ANNE<br>LEWIS AVP TRUST O | 2367 HYDE PARK CIR       | LODI       | CA | 95242 | 3249 |
| 2932024 | THOMAS, STEVEN J   |                                   | PO BOX 201014            | STOCKTON   | CA | 95201 | 0    |
| 2932025 | SWEENEY, JAMES M TR<br>ETAL                              |                                   | 2375 HYDE PARK CIR       | LODI       | CA | 95242 | 3251 |
| 2932026 |  |                                   | 1930 EDGEWOOD DR         | LODI       | CA | 95242 | 2305 |

PH Mailing List for Westside Development Agreement Termination

|         |                                |                               |                      |         |    |       |      |
|---------|--------------------------------|-------------------------------|----------------------|---------|----|-------|------|
| 2932027 | DURHAM, JUDITH J TR            |                               | 2383 HYDE PARK CIR   | LODI    | CA | 95242 | 0    |
| 2932028 | FARRELL, COLETTE L TR          |                               | 2330 MEDALLION WAY   | LODI    | CA | 95242 | 4749 |
| 2932029 | STARRICK, RAYMOND & EUSTOLIA   |                               | 2388 HYDE PARK CIR   | LODI    | CA | 95242 | 3250 |
| 2932030 | SEIBEL, DONALD J TR            |                               | 2384 HYDE PARK CIR   | LODI    | CA | 95242 | 3250 |
| 2932031 | SWEIGARD, VIRGINIA I TR        |                               | 2376 HYDE PARK CIR   | LODI    | CA | 95242 | 3250 |
| 2932032 | WALKER, STEPHEN U & JUDY ANN T |                               | 2348 HYDE PARK CIR   | LODI    | CA | 95242 | 0    |
| 2932033 | EUSTIS, MARY JO                |                               | 2342 HYDE PARK CIR   | LODI    | CA | 95242 | 3239 |
| 2932034 | MCLEAN, MARGARET C TR          |                               | 2338 HYDE PARK CIR   | LODI    | CA | 95242 | 3239 |
| 2932035 | PARKISON, MARJORIE L TR        |                               | 2334 HYDE PARK CIR   | LODI    | CA | 95242 | 0    |
| 2932036 | SCHMIDT, WALTER TR             | JEAN SCHMIDT                  | 208 GRAMERCY PARK DR | LODI    | CA | 95242 | 3254 |
| 2932037 | REISS, W & C COTRS ETL         |                               | 204 GRAMERCY PARK DR | LODI    | CA | 95242 | 0    |
| 2932038 | MITCHELL, CHERYL R TR          |                               | 200 GRAMERCY PARK DR | LODI    | CA | 95242 | 0    |
| 2932039 | HUGO, JERRY ETAL               | MICHAEL JOHN & KATHERINE HUGO | 166 LINDHOLM LN      | BAYSIDE | CA | 95524 | 0    |
| 2932040 | BUNNELL, DOLORES A TR          |                               | 2491 MACARTHUR PKWY  | LODI    | CA | 95242 | 0    |
| 2932041 | ROSENAU, LELAND A & D ARLENE R |                               | 15625 N DAVIS RD     | LODI    | CA | 95242 | 0    |
| 2932042 | SWOFFORD, DIANE                |                               | 2483 MACARTHUR PKWY  | LODI    | CA | 95242 | 3253 |
| 2932043 | SMITH, DONALD R & LILA F TR    |                               | 2479 MACARTHUR PKWY  | LODI    | CA | 95242 | 0    |
| 2932044 | SHERIDAN, KATHLEEN M           | KATHLEEN THOMPSON             | 2475 MACARTHUR PKWY  | LODI    | CA | 95242 | 0    |
| 2932045 | DEMSKI, STANLEY L TR ETAL      |                               | 2471 MACARTHUR PKWY  | LODI    | CA | 95242 | 0    |
| 2932046 | BOSSALLER, ANDREW P & KIM M    |                               | 2467 MACARTHUR PKWY  | LODI    | CA | 95242 | 3253 |
| 2932047 | ORGON, ANNA TR                 |                               | 2463 MACARTHUR PKWY  | LODI    | CA | 95242 | 3253 |

PH Mailing List for Westside Development Agreement Termination

|         |   |  |                                      |                         |    |       |      |
|---------|---|--|--------------------------------------|-------------------------|----|-------|------|
| 2932048 | KUEHNE, LLOYD D TR<br>ETAL                        |  | 2459 MACARTHUR<br>PKWY               | LODI                    | CA | 95242 | 0    |
| 2932049 | MCINTOSH, GREGORY<br>JAMES & LORI                 |  | PO BOX 414<br>2451 MACARTHUR<br>PKWY | PACIFIC PALISAD<br>LODI | CA | 90272 | 0    |
| 2932050 | PAIGE, JAMES M<br>FORE, MILLARD L & NORMA<br>J TR |  | 2447 MACARTHUR<br>PKWY               | LODI                    | CA | 95242 | 3252 |
| 2932051 | GLENN, JERRY L & SUSAN<br>Y                       |  | 2443 MACARTHUR<br>PARKWAY            | LODI                    | CA | 95242 | 0    |
| 2932052 | FELL, DOUGLAS E TR                                |  | 222 E CARRILLO ST STE<br>400         | SANTA BARBARA           | CA | 93101 | 0    |
| 2932053 | GABRIELSON, CURTIS G &<br>BEVERLY                 |  | 2435 MACARTHUR<br>PKWY               | LODI                    | CA | 95242 | 3252 |
| 2932054 | HONEY, RAYMOND L &<br>JANET K                     |  | 2431 MACARTHUR<br>PKWY               | LODI                    | CA | 95242 | 3252 |
| 2932055 | ROBINSON, DEAN N &<br>JANET F TR                  |  | 1114 HEIDELBERG WAY                  | LODI                    | CA | 95242 | 9142 |
| 2932056 | SALISBURY, STACEY TR                              |  | 1324 DEERFIELD CT                    | LODI                    | CA | 95242 | 4537 |
| 2932057 | ANDERSON, DONALD K &<br>LORETTA S                 |  | 725 FAIRVIEW BLVD #17                | INCLINE VILLAGE         | NV | 89451 | 0    |
| 2932058 | DANIELS, VIRGINIA T TR<br>ETAL                    |  | 2406 CENTRAL PARK DR                 | LODI                    | CA | 95242 | 3205 |
| 2932059 | GROVE, BARBARA W TR                               |  | 2410 CENTRAL PARK DR                 | LODI                    | CA | 95242 | 3205 |
| 2932060 | YACOPETTI, MARJORIE J                             |  | PO BOX 2152                          | LODI                    | CA | 95241 | 2152 |
| 2932061 | APPLING, DONALD R TR                              |  | PO BOX 1555                          | WOODBIDGE               | CA | 95258 | 0    |
| 2932062 | HARO, SAL JAMES TR &<br>EMILY M T                 |  | 2401 CENTRAL PARK DR                 | LODI                    | CA | 95242 | 3206 |
| 2932063 | FORNEY, CHARLES A &<br>MAVIS B TR                 |  | 2397 CENTRAL PARK DR                 | LODI                    | CA | 95242 | 0    |
| 2932064 | HANDEL, LEON E TR ETAL                            |  | 10155 E KETTLEMAN LN                 | LODI                    | CA | 95240 | 0    |
| 2932065 | SCHULENBURG, ROBERT<br>W TR                       |  | 15740 MOORE RD                       | LODI                    | CA | 95242 | 9262 |
| 2932066 | KERNER, MARLO L & HAZEL<br>M TR                   |  | 2430 CENTRAL PARK DR                 | LODI                    | CA | 95242 | 3205 |

PH Mailing List for Westside Development Agreement Termination

|         |                               |                        |                      |              |    |       |      |
|---------|-------------------------------|------------------------|----------------------|--------------|----|-------|------|
| 2932068 | BAUSERMAN, GEORGE L & CAROL K |                        | 2434 CENTRAL PARK DR | LODI         | CA | 95242 | 3205 |
| 2932069 | KRONEMANN, LINDA L TR         |                        | 2438 CENTRAL PARK DR | LODI         | CA | 95242 | 3205 |
| 2932070 | HUKILL, ANNETTE M TR          | GEORGE S CHALMERS      | 1234 HEARTWOOD DR    | ROHNERT PARK | CA | 94928 | 0    |
| 2932071 | PHILLIPS, LESLIE TR           | HERMANOTTIER REV TRUST | 2446 CENTRAL PARK DR | LODI         | CA | 95242 | 3205 |
| 2932072 | WILLIAMS, ELIZABETH N TR ETAL |                        | PO BOX 1064          | WOODBIDGE    | CA | 95258 | 0    |
| 2932073 | EMLER, LYDIA M TR             |                        | 2462 CENTRAL PARK DR | LODI         | CA | 95242 | 3207 |
| 2932074 | THOMASON, BOB M & DONNA D TR  |                        | 2466 CENTRAL PARK DR | LODI         | CA | 95242 | 0    |
| 2932075 | MERRILL, H L TR               |                        | 2470 CENTRAL PARK DR | LODI         | CA | 95242 | 0    |
| 2932076 | MOREHEAD, SKIP R ETAL         |                        | 2474 CENTRAL PARK DR | LODI         | CA | 95242 | 3207 |
| 2932077 | BLAUFUS, JOHN L & LAURI M     |                        | 2478 CENTRAL PARK DR | LODI         | CA | 95242 | 3207 |
| 2932078 | ARMKNECHT, JANETTE TR         |                        | 5595 SAN ANTONIO ST  | PLEASANTON   | CA | 94566 | 0    |
| 2932079 | DUNCAN, HAROLD W & NONA E TR  |                        | 2486 CENTRAL PARK DR | LODI         | CA | 95242 | 0    |
| 2932080 | EWOLDT, DONALD D & ETHEL L    |                        | 2490 CENTRAL PARK DR | LODI         | CA | 95242 | 3209 |
| 2932081 | BEWLEY, JOSEPH & MONIQUE      |                        | 2494 CENTRAL PARK DR | LODI         | CA | 95242 | 3209 |
| 2932082 | SOLARI, ANNETTA M TR ETAL     |                        | 2498 CENTRAL PARK DR | LODI         | CA | 95242 | 0    |
| 2932083 | CONN, JANET L TR              |                        | PO BOX 738           | LODI         | CA | 95241 | 0    |
| 2932084 | POLLARD, ROBERT E & CORINNE C |                        | 2485 CENTRAL PARK DR | LODI         | CA | 95242 | 3208 |
| 2932085 | GARVEY, SHARON A TR           |                        | 2481 CENTRAL PARK DR | LODI         | CA | 95242 | 3208 |
| 2932086 | PEABODY, DERRIL E & LINDA L   |                        | 2477 CENTRAL PARK DR | LODI         | CA | 95242 | 3208 |

PH Mailing List for Westside Development Agreement Termination

|         |                                   |                                |                      |        |    |       |      |
|---------|-----------------------------------|--------------------------------|----------------------|--------|----|-------|------|
| 2932087 | SWIFT, SYLVIA L TR                | SYLVIA L SWIFT<br>FAMILY TRUST | PO BOX 1977          | MINDEN | NV | 89423 | 0    |
| 2932088 | HOPE, BETTY L TR                  |                                | 2469 CENTRAL PARK DR | LODI   | CA | 95242 | 3208 |
| 2932089 | KING, NORMAN D &<br>LAQUITA J TR  |                                | 2465 CENTRAL PARK DR | LODI   | CA | 95242 | 0    |
| 2932090 | BRUSA, SELDON C &<br>ELIZABETH TR |                                | 2461 CENTRAL PARK DR | LODI   | CA | 95242 | 3208 |
| 2932091 | PARKVIEW TERRACE<br>HOMEOWNER ASS |                                | 2346 CENTRAL PARK DR | LODI   | CA | 95242 | 0    |





## **CITY OF LODI COUNCIL COMMUNICATION**

**AGENDA TITLE:** Post for One Vacancy on the Lodi Improvement Committee

**MEETING DATE:** August 15, 2012

**PREPARED BY:** City Clerk

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**RECOMMENDED ACTION:** Direct the City Clerk to post for one vacancy on the Lodi Improvement Committee.

**BACKGROUND INFORMATION:** The City Clerk's Office received a letter of resignation from Lodi Improvement Committee Member, Lisa Nixon (filed). Therefore, it is recommended that the City Council direct the City Clerk to post for this vacancy. Government Code Section 54970 et seq. requires that the City Clerk post for vacancies to allow citizens interested in serving to submit an application.

**Lodi Improvement Committee**

Lisa Nixon                      Term to expire March 1, 2015

**FISCAL IMPACT:** Not applicable.

**FUNDING AVAILABLE:** Not applicable.

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Randi Johl  
City Clerk

RJ/JMR

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**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager



## **CITY OF LODI COUNCIL COMMUNICATION**

**AGENDA TITLE:** Monthly Protocol Account Report

**MEETING DATE:** August 15, 2012

**PREPARED BY:** City Clerk

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**RECOMMENDED ACTION:** None required, information only.

**BACKGROUND INFORMATION:** The City Council, at its meeting of July 19, 2000, adopted Resolution No. 2000-126 approving a policy relating to the City's "Protocol Account." As a part of this policy, it was directed that a monthly itemized report of the "Protocol Account" be provided to the City Council.

Attached please find the cumulative report through June 30, 2012.

**FISCAL IMPACT:** Not applicable.

**FUNDING AVAILABLE:** See attached.

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Randi Johl  
City Clerk

RJ/JMR

Attachment

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**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager

# **PROTOCOL ACCOUNT SUMMARY**

**FISCAL YEAR 2011-12**

*Cumulative Report through June 30, 2012*

| Date     | Vendor                      | Description                              | Amount                                      | Balance                             |
|----------|-----------------------------|--|---|-------------------------------------|
|          |                             |  |   | <b>Starting Bal.<br/>\$5,000.00</b> |
| 8/23/11  | Nelson Photo Supplies       | Certificate Holders                      | 136.29                                      |                                     |
| 8/23/11  | Target                      | Sister City Gift Baskets                 | 129.21                                      |                                     |
| 8/23/11  | Michael's Crafts            | Sister City Dinner Candles & Confetti    | 24.68                                       |                                     |
| 8/23/11  | JoAnne's Fabrics            | Sister City Dinner Tulle Doilies         | 6.45  |                                     |
| 11/9/11  | Staples                     | Certificate Holders                      | 10.76                                       |                                     |
| 11/14/11 | Staples                     | Certificate Holders                      | 47.71                                       |                                     |
| 11/15/11 | Creative Trophy & Engraving | Reorganization plaques                   | 88.89                                       |                                     |
| 12/13/11 | Jan's Sweet Treasures       | Christmas cookie deliveries              | 525.00                                      |                                     |
| 12/13/11 | Jan's Sweet Treasures       | Reorganization meeting/reception         | 175.00                                      |                                     |
| 1/3/12   | Duncan Press                | Business cards for Nakanishi & Mounce    | 70.00                                       |                                     |
| 1/17/12  | Staples                     | Certificate Holders                      | 47.71                                       |                                     |
| 2/3/12   | Target & S-Mart             | Supplies for Council reorganization      | 48.63                                       |                                     |
| 4/17/12  | Joann's Fabrics             | Purple Ribbon for Certificates           | 2.14  |                                     |
| 5/7/12   | C. Sanders Emblems          | 100 City of Lodi Lapel Pins              | 318.20                                      |                                     |
| 5/8/12   | Village Flowers             | Flowers for Family of Captain Joe Hansen | 102.23                                      |                                     |
| 6/28/12  | 1-800 Flowers               | Flowers for Nakanishi family             | 112.04                                      |                                     |
|          |                             |  |   |                                     |
|          |                             |  |   |                                     |
|          |                             |  |   |                                     |
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|          |                             |  |   |                                     |
|          |                             |  |   |                                     |
|          |                             |  |   |                                     |
|          |                             |  | <i>Total Expenditures:<br/>(\$1,844.94)</i> | <b>Ending Bal.<br/>\$3,155.06</b>   |

Prepared by: JMR



## **CITY OF LODI COUNCIL COMMUNICATION**

**AGENDA TITLE:** Approve Downtown Lodi Business Partnership 2012 Annual Report, Adopt Resolution of Intention to Levy Annual Assessment, and Set a Public Hearing for September 19, 2012 to Consider the Proposed Assessment

**MEETING DATE:** August 15, 2012

**PREPARED BY:** Deputy City Manager

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**RECOMMENDED ACTION:** Approve the Downtown Lodi Business Partnership (DLBP) 2012 Annual Report, adopt a Resolution of Intention to levy the annual assessment, and set a public hearing for September 19, 2012 to consider the proposed assessment.

**BACKGROUND INFORMATION:** Pursuant to Lodi Municipal Code Chapter 12.06 and Streets and Highways Code Section 36500 et seq., the DLBP membership board is required to present an annual report for City Council review and approval prior to September 1. This must be done prior to the public hearing and adoption of a resolution confirming the 2012 Annual Report and 2013 levy of assessment.

Streets and Highways Code Section 36533 provides that a Business Improvement District (BID) must file an annual report which shall include proposed assessments, budget, general descriptions of the proposed improvements and activities, description of the area served, and any declaration of intent to change boundaries of the parking and business improvement area or in any benefit zone within the area if changes are being proposed.

**FISCAL IMPACT:** The City does not charge the DLBP a fee to collect and distribute the assessment.

**FUNDING AVAILABLE:** Not applicable.

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Jordan Ayers  
Deputy City Manager

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APPROVED: \_\_\_\_\_  
Konradt Bartlam, City Manager

RESOLUTION NO. 2012-\_\_\_\_

A RESOLUTION OF INTENTION TO LEVY ANNUAL ASSESSMENT FOR  
DOWNTOWN LODI BUSINESS IMPROVEMENT AREA NO. 1, ESTABLISHING  
PUBLIC HEARING DATE, AND APPROVING ANNUAL REPORT

=====

WHEREAS, Downtown Lodi Business Improvement Area No. 1 was established December 17, 1997, by City Council adoption of Ordinance No. 1654; and

WHEREAS, the Annual Report as required by Streets and Highways Code §36533 has been submitted to the Council by the Board of Directors of said improvement area.

NOW, THEREFORE, the City Council of the City of Lodi does hereby resolve, determine, and finds as follows:

1. Approves the Annual Report as submitted, said report being on file with the City Clerk.
2. Establishes September 19, 2012, in the City Council Chambers, Carnegie Forum, 305 West Pine Street, Lodi, California, at 7:00 p.m., or soon thereafter as possible, as the date, place, and time to hold the public hearing required by Streets and Highways Code §36534.
3. It is the intention of the City Council to levy and collect assessments within the parking and business improvement area for calendar year 2013 (the Area's fiscal year).
4. The boundaries of the entire area to be included in the Area and the boundaries of each separate benefit zone within the area set forth in a Map, Exhibit D, incorporated herein by reference. A true and correct copy of the map is on file with the City Clerk of the City of Lodi.
5. The types of improvements and activities proposed to be funded by the levy of assessments on businesses in the Area include marketing and promotional efforts; event coordination; and other activities with the goal to promote retail activities. A detailed description of activities is included in the Annual Report, Exhibit A, and incorporated by reference.
6. At the time of the public hearing, written and oral protests may be made. The form and manner of protests shall comply with Streets and Highways Code § 36524 and 36525.

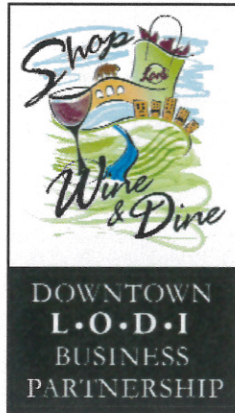
Date: August 15, 2012

=====

I hereby certify that Resolution No. 2012-\_\_\_\_ was passed and adopted by the Lodi City Council in a regular meeting held August 15, 2012, by the following vote:

AYES: COUNCIL MEMBERS –  
NOES: COUNCIL MEMBERS –  
ABSENT: COUNCIL MEMBERS –  
ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL  
City Clerk



# **DOWNTOWN LODI BUSINESS PARTNERSHIP 2012 ANNUAL REPORT**

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## **B.I.D. INFORMATION**

California Streets and Highway Code Requirements  
Articles of Incorporation  
Benefit Fee Schedule  
Map of Zoned Business Improvement District  
Mission Statement

## **BUDGET & FINANCIALS**

Funding & Expense Flow Chart  
2012 Proposed Budget  
2011 Balance Sheet  
2011 Profit & Loss Statement  
2012 2<sup>nd</sup> Quarter Balance Sheet  
2012 2<sup>nd</sup> Quarter Profit & Loss Statement

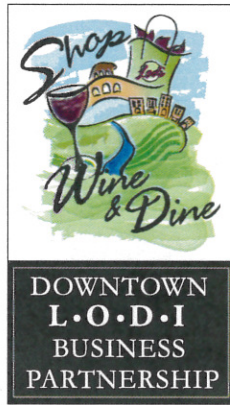
## **DOWNTOWN EVENTS**

2012 & 2013 Calendar of Events  
Event Highlights

## **DOWNTOWN MARKETING & CAMPAIGNS**

Marketing Activities and Plans  
DLBP Marketing Material

*Prepared by Jaime Watts, Executive Director*



August 1, 2012

Mr. Rad Bartlam, City Manager  
City of Lodi  
221 W. Pine Street  
Lodi, CA 95240

Re: DLBP Annual Report 2012

Dear Mr. Bartlam,

Section 11.0 of the City Ordinance Number 1654, establishing the Downtown Lodi Business Improvement Area, requires that we submit to you by September of each year our annual report and budget.

In addition, the State of California Streets and Highways code, which is the enabling legislation, also specifies that certain additional information be provided. You will find all of the required information contained in our report.

We have provided you an electronic file of the report.

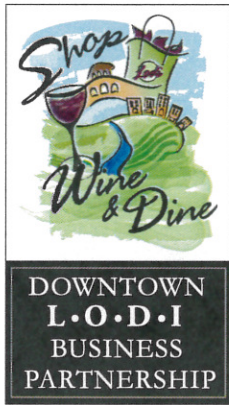
Thank you for your continued support.

Sincerely,

*Jaime Watts*

Jaime Watts, Executive Director  
Downtown Lodi Business Partnership





## 2012 ANNUAL REPORT

Items listed below refer to Section 36533(b) of the California Streets and Highway Code:

No changes in boundaries of benefit zones within the area are proposed.

No physical improvements are planned.

Budget for the 2012 calendar year is enclosed.

The budget details all sources of income and projected expenses.

A Benefit Fee Schedule and a Map of the Business Improvement Area are enclosed.



2038309  
ENDORSED  
FILED

In the office of the Secretary of State  
of the State of California

MAR 31 1998

ARTICLES OF INCORPORATION OF  
DOWNTOWN LODI BUSINESS PARTNERSHIP  
A California Nonprofit Mutual Benefit Corporation

*Bill Jones*  
BILL JONES, Secretary of State

One: The name of the corporation is Downtown Lodi Business Partnership (A California Nonprofit Mutual Benefit Corporation).

Two: This corporation is a nonprofit mutual benefit corporation organized under the Nonprofit Mutual Benefit Corporation Law. The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under such law.

Such purposes for which this corporation is formed are to promote and improve the downtown Lodi business area, to generally improve business conditions in the downtown area, and to generally enhance the downtown area of the City of Lodi. Notwithstanding any other provision of these articles, this corporation shall not engage in any activities or exercise any powers that are not in furtherance of the purposes of this corporation.

Three: The name and address of the corporation's initial agent for service of process is Ronald M. Beckman, Esq., 111 N. Church Street, Lodi, California, 95240.

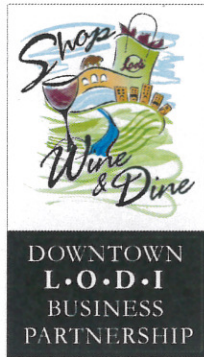
Four: The right to determine the consideration for which memberships will be issued shall be vested in the Regular Members, to be determined by a majority vote of the Regular Members in good standing.

Five: No part of the net earnings of the corporation shall inure to the benefit of any member or private shareholder, as defined for purposes of Section 501 (c) (5) of the Internal Revenue Code of 1954.

Dated: March 31, 1998

*Ronald M. Beckman*  
\_\_\_\_\_  
Ronald M. Beckman, Incorporator





## DOWNTOWN LODI BUSINESS PARTNERSHIP BENEFIT FEE SCHEDULE

| BUSINESS TYPE           | ZONE A                | ZONE B |
|-------------------------|-----------------------|--------|
| Retailers/Restaurants*  | \$240 (1-3 Employees) | \$120  |
|                         | \$360 (4-6 Employees) | \$180  |
|                         | \$480 (7+ Employees)  | \$240  |
| Service Businesses      | \$180                 | \$90   |
| Professional Businesses | \$120                 | \$60   |
| Financial Institutions  | \$600                 | \$600  |

*\*Note: Retail and restaurant businesses are assessed based on the number of employees - either full-time, or the equivalent made up of multiple employees.*

### BUSINESS TYPE DEFINITIONS:

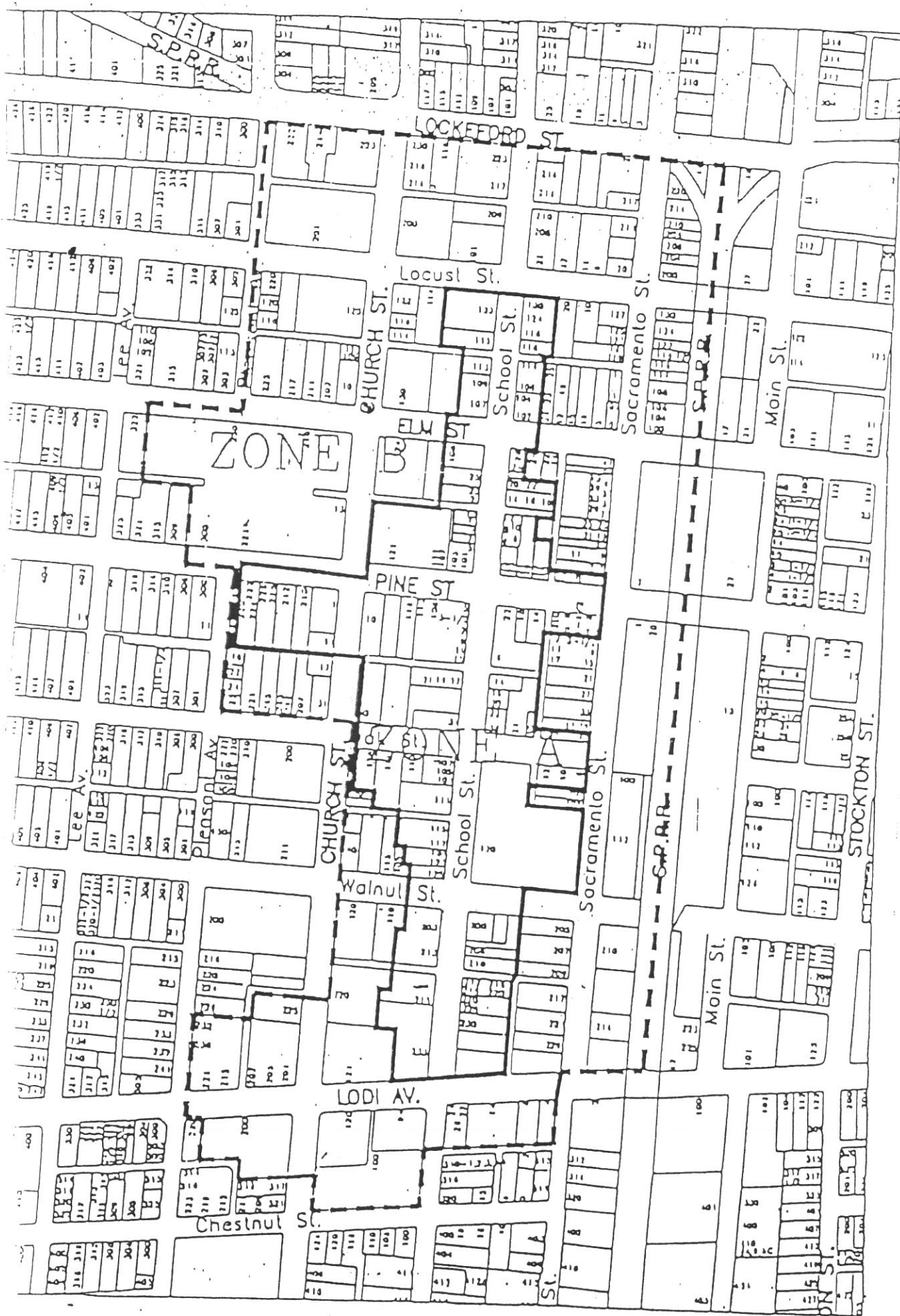
**Retail and Restaurant** – Businesses that buy and resell goods. Examples would be clothing stores, shoe stores, office supplies, as well as businesses that sell prepared food and drinks.

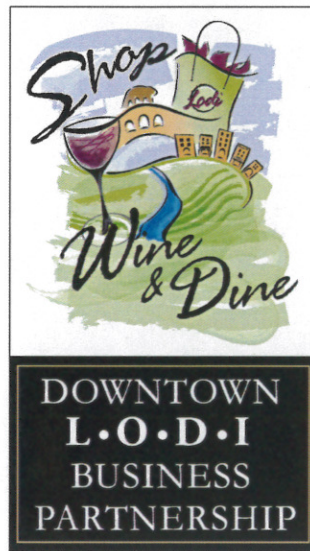
**Service Businesses** – Businesses that sell services. Examples are beauty and barber shops, repair shops, lodging, most automotive-oriented businesses, entertainment businesses such as theaters, etc.

**Professional Businesses** – Includes architects, engineers, attorneys, dentists, doctors, accountants, optometrists, realtors, insurance offices, mortgage brokers and most other businesses which require advanced or specialized licenses, and/or advanced academic degrees.

**Financial Institutions** – Includes banking and savings and loan institutions, as well as credit unions, etc.

Downtown Lodi Business Partnership  
4 West Pine Street, Lodi, California 95240  
209.369.8052 phone 209.369.8053 fax  
[www.downtownlodi.com](http://www.downtownlodi.com)





## MISSION STATEMENT

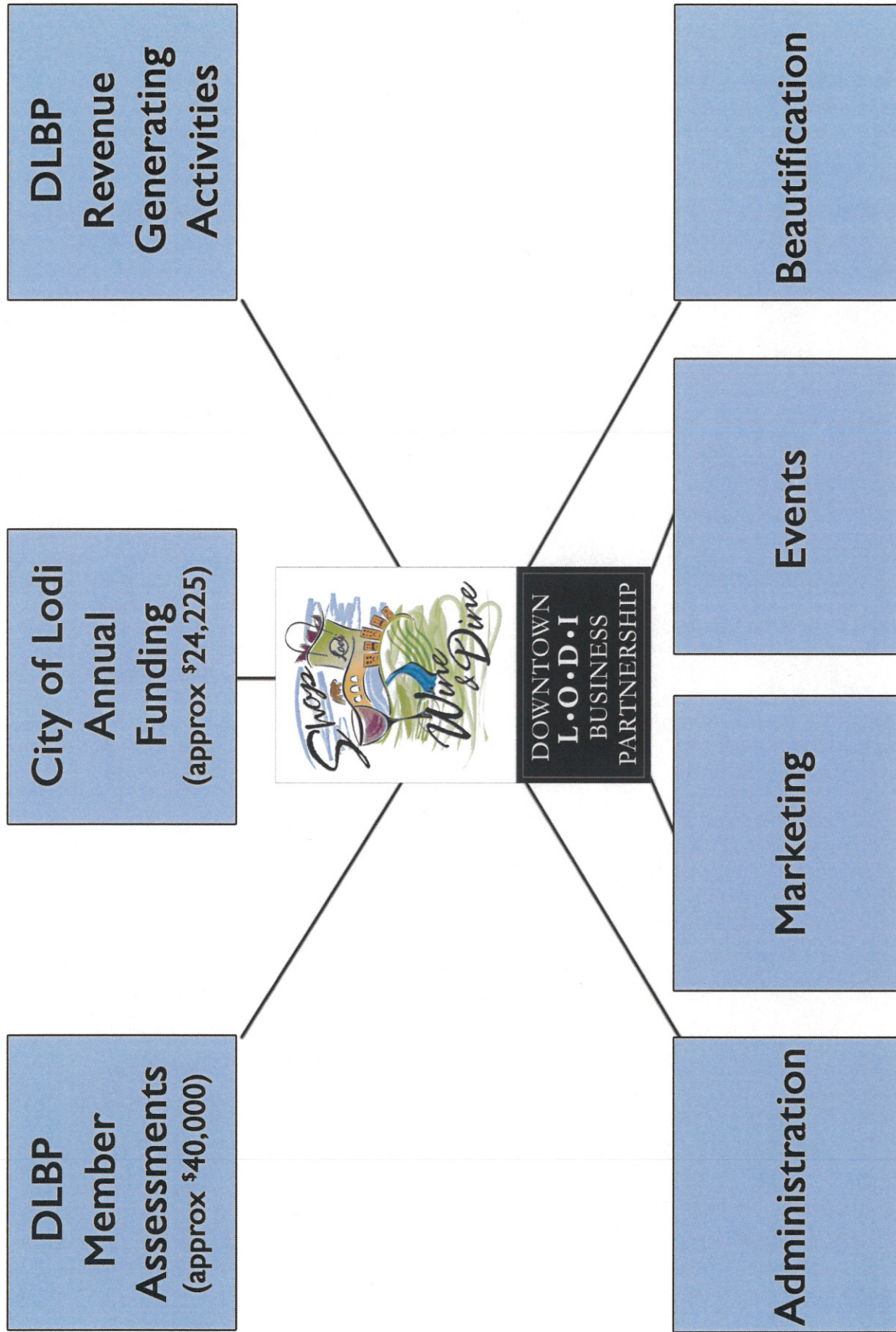
The Downtown Lodi Business Partnership, comprised of business owners, professionals and merchants, is a non-profit association developed to encourage growth and prosperity in the Downtown Community of Lodi, and to maintain its economic health on an on-going basis.

This will be accomplished by:

- Encouraging development of new businesses, while retaining and revitalizing existing businesses
- Promoting retail activity by creating and maintaining a quality environment through coordinated advertising and downtown events
- Serving as an advocate for downtown businesses in dealing with local government, maintenance projects, the media and general public

4 West Pine Street, Lodi, Ca 95240  
209.369.8052 phone 209.369.8053 fax  
[www.downtownlodi.com](http://www.downtownlodi.com)





# **Downtown Lodi Business Partnership**

## **Proposed Budget**

*January 1, 2012 through December 31, 2012*

### **Income**

|                              |             |
|------------------------------|-------------|
| Assessment Fees              | 40000.00    |
| City of Lodi                 | 24225.00    |
| Event Revenue                |             |
| Farmers Market               | 101000.00   |
| Parade of Lights             | 11000.00    |
| Street Banner Program        | 500.00      |
| Miscellaneous Events & Sales | <u>0.00</u> |

**Total Income** **176,725.00**

### **Expenses**

|  |          |
|--|----------|
| Administrative                           |          |
| Director's Salary                        | 47500.00 |
| Staff Wages                              | 0.00     |
| Staff Phone                              | 1800.00  |
| Mileage & Meetings                       | 1800.00  |
| Payroll Taxes                            | 6500.00  |
| Contract Labor                           | 10000.00 |
| Event Commission                         | 3000.00  |
| Insurance                                | 8000.00  |
| Professional Fees                        | 2000.00  |
| Rent                                     | 4800.00  |
| Storage                                  | 780.00   |
| Office Supplies                          | 3500.00  |
| Office Equipment Lease                   | 5000.00  |
| Bank & Merchant Fees                     | 2100.00  |
| Postage                                  | 300.00   |
| Utilities (phone, internet, alarm, etc.) | 3500.00  |
| Marketing Expenses                       |          |
| Advertising, Marketing & Promotions      | 2900.00  |
| Public Relations                         | 600.00   |
| Seminars & Conferences                   | 1000.00  |
| Website                                  | 1500.00  |
| Membership Expenses                      |          |
| Newsletters                              | 300.00   |
| Quarterly Mixers                         | 200.00   |
| Plaques & Trophies                       | 300.00   |
| Sunshine Committee                       | 200.00   |

|                                      |                   |
|--------------------------------------|-------------------|
| Revitalization Expenses              |                   |
| Downtown Beautification & Flowers    | 1000.00           |
| Kiosks (maps, printing, maintenance) | 1500.00           |
| Event Expenses                       |                   |
| Farmers Market                       | 61000.00          |
| Parade of Lights                     | 4200.00           |
| Street Banner Program                | 525.00            |
| Winterfest                           | 80000             |
| Passport Promotions                  | 120.00            |
| Miscellaneous Events & Sales         | <u>0.00</u>       |
| <b>Total Expenses</b>                | <b>176,725.00</b> |

8:52 AM  
05/14/12  
Cash Basis

**Downtown Lodi Business Partnership**  
**Balance Sheet**  
**As of December 31, 2011**

|                                       | <u>Dec 31, 11</u>      |
|---------------------------------------|------------------------|
| <b>ASSETS</b>                         |                        |
| <b>Current Assets</b>                 |                        |
| Checking/Savings                      |                        |
| Farmers Savings                       | 77.14                  |
| Farmers & Merchants Bank              | 139.86                 |
| Petty Cash                            | 124.69                 |
| Total Checking/Savings                | 341.69                 |
| Accounts Receivable                   |                        |
| Accounts Receivable                   | -140.00                |
| Total Accounts Receivable             | -140.00                |
| Total Current Assets                  | 201.69                 |
| <b>Fixed Assets</b>                   |                        |
| Office Equipment                      | 12,959.98              |
| Furniture & Fixtures                  | 2,712.99               |
| Accumulated Depreciation              | -9,985.63              |
| Total Fixed Assets                    | 5,687.34               |
| <b>TOTAL ASSETS</b>                   | <u><b>5,889.03</b></u> |
| <b>LIABILITIES &amp; EQUITY</b>       |                        |
| <b>Equity</b>                         |                        |
| Retained Earnings                     | 1,474.72               |
| Net Income                            | 4,414.31               |
| Total Equity                          | 5,889.03               |
| <b>TOTAL LIABILITIES &amp; EQUITY</b> | <u><b>5,889.03</b></u> |



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05/14/12

Cash Basis

## Downtown Lodi Business Partnership

## Profit &amp; Loss

January through December 2011

Jan - Dec 11

## Ordinary Income/Expense

## Income

|                                 |            |
|---------------------------------|------------|
| Member Assessment Fees          | 42,307.00  |
| City of Lodi Funds              | 19,240.00  |
| Event Revenue                   |            |
| Advertising & Promotion Revenue | 1,325.77   |
| Beverage Sales                  | 49,673.47  |
| Parade Entry Fees               | 8,168.00   |
| Sponsorship                     | 19,400.00  |
| Vendor Fee                      | 34,837.41  |
| Other Income                    | 4,641.00   |
| Total Event Revenue             | 118,045.65 |
| TNT Fireworks                   | 37,146.49  |
| Return Check Charge             | 621.00     |
| Friends of Downtown             | 250.00     |
| Other Income                    | 1,512.67   |
| Total Income                    | 219,122.81 |

## Expense

## Administrative Expenses

|                              |          |
|------------------------------|----------|
| Bank Service Charges         |          |
| Merchant Fees                | 1,631.68 |
| Bank Service Charges - Other | 417.44   |

Total Bank Service Charges 2,049.12

|                                |           |
|--------------------------------|-----------|
| Contract Labor                 | 10,382.50 |
| Dues and Subscriptions         | 202.00    |
| Equipment Lease                | 5,096.30  |
| Insurance-D & O and State Fund | 672.00    |
| Insurance - Events Liability   | 7,121.52  |
| Interest                       | 37.46     |
| Licenses & Permits             | 50.00     |
| Office Maintenance & Repairs   | 969.37    |
| Office Supplies                | 3,749.82  |

## Payroll Expenses

|                             |           |
|-----------------------------|-----------|
| Director's Wages            | 42,635.58 |
| Payroll Taxes               | 10,978.35 |
| Cell Phone                  | 1,725.00  |
| Mileage & Meetings          | 1,725.00  |
| Director's Event Commission | 7,637.43  |

Total Payroll Expenses 64,701.36

Postage 487.21

## Professional Fees

|                         |          |
|-------------------------|----------|
| Accounting/Payroll Fees | 1,914.00 |
|-------------------------|----------|

Total Professional Fees 1,914.00

## Rent

|              |          |
|--------------|----------|
| Office       | 5,460.00 |
| Storage      | 715.00   |
| Rent - Other | 0.00     |

Total Rent 6,175.00

Security 655.00

Sponsorship Sales Commission 2,570.00

Telephone/Internet 2,938.23

Total Administrative Expenses 109,770.89

Prior Years Taxes 0.00

## Marketing Expenses

|                                  |        |
|----------------------------------|--------|
| Advertising & Promotions         |        |
| Annual Banner Program            | 297.97 |
| Advertising & Promotions - Other | 349.00 |

Total Advertising &amp; Promotions 646.97

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05/14/12

Cash Basis

## Downtown Lodi Business Partnership

## Profit &amp; Loss

January through December 2011

|                                | Jan - Dec 11 |
|--------------------------------|--------------|
| Public Realtions               | 496.77       |
| Seminars & Marketing Campaigns | 139.00       |
| Website                        | 1,507.24     |
| Total Marketing Expenses       | 2,789.98     |
| Membership                     |              |
| Plaques & Trophies             | 321.26       |
| Postage and Delivery           | 309.84       |
| Quarterly Mixers               | 130.59       |
| Total Membership               | 761.69       |
| Revitalization                 |              |
| Downtown Beautification        |              |
| Supplies                       | 555.73       |
| Labor/Repairs                  | 580.00       |
| Total Downtown Beautification  | 1,135.73     |
| Kiosk Update                   | 563.06       |
| Total Revitalization           | 1,698.79     |
| Event Expenses                 |              |
| Awards/Banners/Posters         | 79.71        |
| Beverage Expense               | 45,643.99    |
| Entertainment                  | 6,750.00     |
| Equipment Rental               | 415.32       |
| Labor/Repairs                  | 7,918.74     |
| License/Permits/Inspection     | 3,684.55     |
| Location Rent                  | 1,450.00     |
| Lodi Public Safety Surcharge   | 1,218.75     |
| Postage & Delivery             | 10.95        |
| Marketing / Promotions         | 674.00       |
| Sales Tax                      | 2,919.00     |
| Signage                        | 3,070.89     |
| Sanitation                     | 5,106.01     |
| Supplies                       | 2,276.46     |
| TNT Fireworks                  | 18,468.78    |
| Total Event Expenses           | 99,687.15    |
| Total Expense                  | 214,708.50   |
| Net Ordinary Income            | 4,414.31     |
| Net Income                     | 4,414.31     |

**Downtown Lodi Business Partnership**  
**Balance Sheet**  
As of June 30, 2012

Cash Basis

|                                       | Jun 30, 12       |
|---------------------------------------|------------------|
| <b>ASSETS</b>                         |                  |
| Current Assets                        |                  |
| Checking/Savings                      |                  |
| Farmers Savings                       | 47.14            |
| Farmers & Merchants Bank              | 16,824.75        |
| Petty Cash                            | 173.69           |
| Total Checking/Savings                | 17,045.58        |
| Accounts Receivable                   |                  |
| Accounts Receivable                   | -140.00          |
| Total Accounts Receivable             | -140.00          |
| Total Current Assets                  | 16,905.58        |
| Fixed Assets                          |                  |
| Office Equipment                      | 12,959.98        |
| Furniture & Fixtures                  | 2,712.99         |
| Accumulated Depreciation              | -9,985.63        |
| Total Fixed Assets                    | 5,687.34         |
| <b>TOTAL ASSETS</b>                   | <b>22,592.92</b> |
| <b>LIABILITIES &amp; EQUITY</b>       |                  |
| Liabilities                           |                  |
| Current Liabilities                   |                  |
| Accounts Payable                      |                  |
| Accounts Payable                      | -10.30           |
| Total Accounts Payable                | -10.30           |
| Other Current Liabilities             |                  |
| Payroll Liabilities                   |                  |
| Withhold from Employees               | 502.35           |
| Total Payroll Liabilities             | 502.35           |
| Total Other Current Liabilities       | 502.35           |
| Total Current Liabilities             | 492.05           |
| Total Liabilities                     | 492.05           |
| Equity                                |                  |
| Retained Earnings                     | 3,756.82         |
| Net Income                            | 18,344.05        |
| Total Equity                          | 22,100.87        |
| <b>TOTAL LIABILITIES &amp; EQUITY</b> | <b>22,592.92</b> |

# Downtown Lodi Business Partnership

## Profit & Loss

January through June 2012

Cash Basis

|                                  | Jan - Jun 12 |
|----------------------------------|--------------|
| Ordinary Income/Expense          |              |
| Income                           |              |
| Member Assessment Fees           | 38,331.00    |
| City of Lodi Funds               | 12,115.00    |
| Event Revenue                    |              |
| Sponsorship                      | 15,000.00    |
| Vendor Fee                       | 32,935.00    |
| Other Income                     | 2,120.00     |
| Total Event Revenue              | 50,055.00    |
| Total Income                     | 100,501.00   |
| Expense                          |              |
| Administrative Expenses          |              |
| Bank Service Charges             |              |
| Bank Fees                        | 62.00        |
| Merchant Fees                    | 767.28       |
| Total Bank Service Charges       | 829.28       |
| Contract Labor                   | 7,135.00     |
| Dues and Subscriptions           | 215.00       |
| Equipment Lease                  | 3,482.19     |
| Insurance-D & O and State Fund   | 1,382.00     |
| Insurance - Events Liability     | 4,490.00     |
| Office Maintenance & Repairs     | 480.48       |
| Office Supplies                  | 2,540.97     |
| Payroll Expenses                 |              |
| Director's Wages                 | 23,786.52    |
| Payroll Taxes                    | 2,630.55     |
| Cell Phone                       | 900.00       |
| Mileage & Meetings               | 900.00       |
| Director's Vacation              | 2,652.92     |
| Director's Event Commission      | 6,313.61     |
| Total Payroll Expenses           | 37,183.60    |
| Postage                          | 394.30       |
| Professional Fees                |              |
| Accounting/Payroll Fees          | 1,075.00     |
| Total Professional Fees          | 1,075.00     |
| Rent                             |              |
| Office                           | 3,780.00     |
| Storage                          | 455.00       |
| Total Rent                       | 4,235.00     |
| Security                         | 340.00       |
| Sponsorship Sales Commission     | 2,050.00     |
| Telephone/Internet               | 1,306.34     |
| Total Administrative Expenses    | 67,139.16    |
| Prior Years Taxes                | 3,937.80     |
| Marketing Expenses               |              |
| Advertising & Promotions         |              |
| Annual Banner Program            | 129.14       |
| Advertising & Promotions - Other | 50.00        |
| Total Advertising & Promotions   | 179.14       |
| Mileage & Meetings               | 15.60        |
| Public Realtions                 | 455.29       |
| Seminars & Marketing Campaigns   | 75.84        |
| Website                          | 286.50       |
| Total Marketing Expenses         | 1,012.37     |
| Revitalization                   |              |
| Downtown Beautification          |              |
| Labor/Repairs                    | 250.00       |

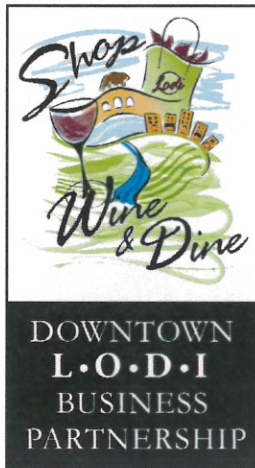
# Downtown Lodi Business Partnership

## Profit & Loss

January through June 2012

Cash Basis

|                                 | Jan - Jun 12 |
|---------------------------------|--------------|
| Downtown Beautification - Other | 549.20       |
| Total Downtown Beautification   | 799.20       |
| Kiosk Update                    | 515.00       |
| Total Revitalization            | 1,314.20     |
| Event Expenses                  |              |
| Entertainment                   | 1,200.00     |
| Equipment Rental                | 655.00       |
| Labor/Repairs                   | 2,437.24     |
| License/Permits/Inspection      | 710.56       |
| Refunds                         | 150.00       |
| Signage                         | 2,150.00     |
| Sanitation                      | 1,361.91     |
| Supplies                        | 88.71        |
| Total Event Expenses            | 8,753.42     |
| Total Expense                   | 82,156.95    |
| Net Ordinary Income             | 18,344.05    |
| Net Income                      | 18,344.05    |



## 2012 Calendar of Events

### **Valentine's Day Promotion**

"Couples Passport to Downtown Lover's Lane"  
Saturday, February 11<sup>th</sup>

### **Downtown Farmers Market**

Every Thursday beginning  
June 7<sup>th</sup> through September 27<sup>th</sup>

### **7<sup>th</sup> Annual "Stuck in Lodi" Car Show**

Saturday, August 4<sup>th</sup>

### **4<sup>th</sup> Annual Fall Flavor Fest**

"The Best of Downtown's Night Life"  
Saturday, October 13<sup>th</sup>

### **Downtown Trick-or-Treat & Festival**

Saturday, October 27<sup>th</sup>

### **17<sup>th</sup> Annual Parade of Lights**

Thursday, December 6<sup>th</sup>

### **Downtown Winterfest**

Horse Drawn Carriage Rides & Holiday Festivities  
Saturdays, dates tba

## 2013 Calendar of Events

### **Valentine's Day Promotion**

"Couples Passport to Downtown Lover's Lane"  
Saturday, February 9<sup>th</sup>

### **Downtown Farmers Market**

Every Thursday beginning  
June 6<sup>th</sup> through September 26<sup>th</sup>

### **8<sup>th</sup> Annual "Stuck in Lodi" Car Show**

Saturday, August 3<sup>rd</sup>

### **5<sup>th</sup> Annual Fall Flavor Fest**

"The Best of Downtown's Night Life"  
Saturday, October 12<sup>th</sup>

### **Downtown Trick-or-Treat & Festival**

Saturday, October 26<sup>th</sup>

### **18<sup>th</sup> Annual Parade of Lights**

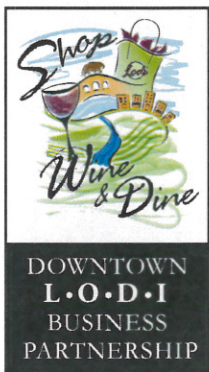
Thursday, December 5<sup>th</sup>

### **Downtown Winterfest**

Horse Drawn Carriage Rides & Holiday Festivities  
Saturdays, dates tba

Visit [www.downtownlodi.com](http://www.downtownlodi.com)  
for detailed event descriptions and more information





## 2012 Downtown Marketing Program

The Downtown Lodi Business Partnership has three programs that provide marketing opportunities for your business. You can pick and choose any combination that best meets your organization's goals or all three programs at a discounted price!



### Annual Banner Attachment Program

Your annual sponsorship includes an attachment banner with your business name, address and phone number. For an additional \$40 you can add your full color logo. Please send a full color, high quality pdf file to [jaime@downtownlodi.com](mailto:jaime@downtownlodi.com). Your banner will be guaranteed a prime location downtown until March 2013. Advertise your business & support downtown!

- |   |  |   |  |
|---|--|---|--|
| <input type="checkbox"/> New Sponsorship<br>DLBP Member<br>\$250 year   | <input type="checkbox"/> New Sponsorship<br>Non-Member<br>\$300 year | <input type="checkbox"/> Renewal<br>DLBP Member<br>\$200 year | <input type="checkbox"/> Renewal<br>Non-Member<br>\$250 year |
| <input type="checkbox"/> <b>Yes!</b> Add my full color logo on both sides of my banner for an additional \$40 |  |   |  |

### www.downtownlodi.com web advertisement - 6 month run

The Downtown Lodi Business Partnership has advertising space available on [www.downtownlodi.com](http://www.downtownlodi.com). The website averages over 20,000 hits per month and is the official site for downtown events and promotions. You can provide your own .jpg artwork that is 430 pixels wide x 60 pixels high, or for an additional \$25 the DLBP will design your advertisement for you. Your web advertisement will run for 6 months. Visit the website and view the banner ads at the bottom for examples. The exposure is priceless!

### Website Page linked to [www.downtownlodi.com](http://www.downtownlodi.com)

If you don't have your own website, but want your business highlighted with photos and detailed information, the DLBP can custom design a page for you that links to downtown's website. We will come to your establishment, take photos, gather information and design a page that links to [www.downtownlodi.com](http://www.downtownlodi.com). If you are a DLBP member, your page will be linked to your business listing under your category, if you are a non-member, your page will be linked to a listing under the "Friends of Downtown" category. For an example of an existing website page visit the website, downtown businesses, category "Specialty Home", McKinley's Frame Shop.

#### Menu for DLBP Members

- |   |                             |
|---|-----------------------------|
| <input type="checkbox"/> Banner Program | \$_____ (Amount from above) |
| <input type="checkbox"/> Website Ad     | \$50 for 6 months           |
| <input type="checkbox"/> Web Ad Design  | \$25                        |
| <input type="checkbox"/> Website Page   | \$40                        |

#### Bundle Package for all 3 Programs!

**Only \$345 A Savings of \$60!**

*Includes Full Color Banner Attachment & Web Ad Design*

Business Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ e-mail: \_\_\_\_\_

Total Amount Enclosed: \$ \_\_\_\_\_

Comments/Location Request: \_\_\_\_\_

Return application & payment to **DLBP**, P.O. Box 1565, Lodi, CA 95241 or call (209) 369-8052 for more information

#### Menu for Non-DLBP Members

- |   |                             |
|---|-----------------------------|
| <input type="checkbox"/> Banner Program | \$_____ (Amount from above) |
| <input type="checkbox"/> Website Ad     | \$75 for 6 months           |
| <input type="checkbox"/> Web Ad Design  | \$25                        |
| <input type="checkbox"/> Website Page   | \$50                        |

#### Bundle Package for all 3 Programs!

**Only \$430 A Savings of \$60!**

*Includes Full Color Banner Attachment & Web Ad Design*